



## Supplier Registration

### A. DETAILS & CONTACT INFORMATION

Full Name: [REDACTED]

Surname: [REDACTED]

ID/Passport No: [REDACTED]

### B. OR COMPANY DETAILS

Registered Name: [REDACTED]

Registration No: [REDACTED]

VAT No: [REDACTED]

### C. AUTHORISED CONTACT PERSON

Full name: [REDACTED]

Surname: [REDACTED]

Position in Company: [REDACTED]

### D. CONTACT INFORMATION

Address: [REDACTED]

[REDACTED]

City: [REDACTED]

Post Code: [REDACTED]

Province: [REDACTED]

Country: [REDACTED]

Phone No: [REDACTED]

Email: [REDACTED]

### E. SOUTH AFRICAN BANKING DETAILS

Please provide banking details for payments to be made to you

Account Name: [REDACTED]

Bank: [REDACTED]

Account No: [REDACTED]

Branch No: [REDACTED]

Account Type: [REDACTED]

Please indicate which of our services you will need:

Event  Building  Other

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

1.1. The parties to this agreement are: S-Crow (Pty) Ltd ("S-Crow") and the Supplier named in this registration form (the "Supplier").

1.2. S-Crow offers a Security of Payment System where all funds are held by S-Crow, at a reputable banking institution and under management of a registered chartered accountant, operating in a similar way to a trust account, and released on pre-determined dates as per the contract between S-Crow's Client and Supplier.

1.3. S-Crow is a fair, independent and a neutral third party with no financial interest in, or liability for, the underlying contracts.

1.4. These Terms and Conditions govern the S-Crow Security of Payment service provided by S-Crow and set out the terms of our

agreement with you ("the Agreement").

1.5. By registering to use our service you are deemed to have read, understood and accepted these Terms and Conditions and they are considered binding.

#### 2. S-CROW SERVICES

2.1. S-Crow is a payment agent, acting on behalf of the Client.

2.2. The Client deposits the security amount into the S-Crow account.

2.3. Both the Client and the Supplier will be notified once S-Crow has verified the receipt of funds into their Account. Thereafter, the supplier must confirm the services by sending an e-mail to the client.

2.4. Payments to the Supplier will be made on pre-determined dates or as per the Client's instruction/authorisation. Details of payments to be provided by the Client.

2.5. Instruction/authorisation can also be given by a planner/project manager if Client has authorised it.

#### 3. PRE-DETERMINED DATES FOR PAYMENTS

##### 3.1. Events:

3.1.1. Booking fee paid 42 days before event date.

3.1.2. Balance paid 21 days before event date.

##### 3.2. Building and other:

3.2.1. Structured payments as per agreement between parties. The Client is to provide clear instructions to S-Crow.

#### 4. CANCELLATION POLICIES

##### 4.1. Events:

4.1.1. If the Client cancels, then the following payments will be refunded:

Cancellation	Client	Supplier
90 days or more before event	80%	20%
Between 90 & 60 days before event	60%	40%
Between 60 & 30 days before event	40%	60%
Between 30 & 21 days before event	20%	80%
Less than 21 days before event	0%	100%

4.1.2. If the Supplier cancels, the full amount held by S-Crow for the Supplier will be refunded to the Client. Repayment or retention of any amount already paid to the Supplier as per instructions to S-Crow, will have to be resolved between the Client and the Supplier.

The Supplier will be immediately deleted from S-Crow's registered Supplier list.

4.1.3. If the Client and the Supplier agree on any other repayment or settlement on cancellation, they must both inform S-Crow in writing. Once S-Crow receives both instructions in writing, the payment/s will be made.

This supercedes any other cancellation policy/agreement between supplier and client.

##### 4.2. Building and other:

Cancellation policy as per the agreement between parties. The Client is to provide clear instructions to S-Crow.

#### 5. FEES

Registration is free of charge.

Fees are paid by the Client. No fees are involved for the Supplier.

#### 6. CONFIDENTIALITY

S-Crow undertakes to not disclose any information relating to the Client and the Supplier/s, or the transaction entered into by them, to any person other than as required by law.

#### 7. DISPUTES AND ARBITRATION

If the Client and the Supplier do not agree about payment, such a disagreement constitutes a dispute. If a dispute arises, an arbitration



process must be followed. The cost involved is for the Client and/or the Supplier's account - which should also be determined by the arbitration process.

The decision of the arbitrator is final and may not be appealed. If a dispute is declared, any payment amounts due to the Supplier will be frozen until such time as we receive:

- a: an arbitration award; or
- b: written agreement from the Client and the Supplier that the dispute has been resolved and how payment should be made.

**8. SUPPLIERS**

S-Crow will list all Suppliers who are registered with them on the S-Crow Registered Supplier List which will be available to all Registers Users.

**9. GENERAL**

9.1. These terms set out the entire agreement and understanding of the parties on their subject matter and supercede all previous oral and written communications on the same subject matter.

9.2. These terms shall be governed by South African law and are subject to the exclusive jurisdiction of South African courts.

**10. DISCLAIMERS, INDEMNITIES AND LIMITS OF LIABILITY**

As the user of S-Crow services, you acknowledge and agree that:

S-Crow acts as an independent escrow agent and has no liability to you or to any third party save only to the extent it acts fraudulently.

S-Crow has no liability to you or any other Registered User for a failure to provide the Services in accordance with these Terms and Conditions where such failure is due to the act or omission by you or of any Registered User or to any Force Majeure Event.

S-Crow has no liability to you or any Registered User under any circumstances for any act or omission by any third-party service provider.

S-Crow has no liability to you or any Registered User for any direct credit payment made to the incorrect bank account where you have requested payment be made to a designated bank account and S-Crow has deposited payment in accordance with your instruction.

You hereby expressly and unconditionally release and discharge S-Crow, its shareholders, directors and employees for any damages and consequential loss however such loss or damage may arise from your instruction to do a payment/s, be it as a result of the negligence of S-Crow or for any other reason, or from any other circumstance of whatsoever nature.

S-Crow does not represent or warrant that the system will meet the requirements of all prospective Users, or that the service and website will be free of error, or operate without delay or interruption from time to time.

**11. PLEASE PROVIDE**

- Clear copy of your ID/Passport
- Proof of your residential address not older than 3 months

**For a Company:**

- Clear copy of company registration documents
- Proof of registered address not older than 3 months
- Proof of authorisation for contact person to act for the company (eg. Board resolution) on a company letterhead
- Clear ID/passport copies of the company directors and contact person

**You may be required to provide further documentation.**

**12. SUPPLIER ACKNOWLEDGEMENT AND DECLARATION**

In relation to the above I/we the undersigned hereby acknowledge that:

I/We agree by my/our signature hereto that I/we have read, understand and agree to be bound by the provisions of this instruction and the terms contained in the S-Crow Terms and Conditions.

Please tick this box to confirm

I/We further confirm that the information provided by me is true and correct and undertake to notify S-Crow should any of the information change.

Please tick this box to confirm

Supplier name:

Company Authorised Person Name:

Signature of Supplier or Authorised Person:

Date: