



INVESTIGACION DE ACCIDENTE

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SERVICE LEVEL AGREEMENT

Herein represented by: Jaco Marais Ferreira:

In this capacity as an Accident Investigation & Reconstruction Specialists Company, herein after referred to as:

"INVESTIGACION DE ACCIDENTE",

and

Name:, **ID Number:**

Address:, herein referred to as the **"Customer"**.

The parties agree to the above address as being the **"Domicilium citandi et executandi"**.

This product is not insurance cover in any way. It is a Forensic investigation product that focuses on the accident scene investigation and the reconstruction of the scene. The report will assist you with Insurance claims or further civil actions.

Please make sure that your Insurance cover is in place. This product will assist you in providing your Insurance claims if it is in place. In the case of Insurance not being in place. This service can assist you in third party claims or Road accident fund claims.

Now therefore it is agreed by the parties that **"Investigacion De Accidente"**, will provide to the **Customer** an Accident Investigation & Reconstruction service based on the following **"Terms and Conditions"**:

1. Definitions and Interpretation

In the agreement:

- 1.1. The clause headings have been inserted for convenience only and will not be taken into consideration for clause interpretation.
- 1.2. Words and expressions defined in any sub-clause will, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to the word and expressions in that sub-clause.
- 1.3. This Terms and Conditions constitute the whole agreement between the parties and supersede all prior verbal or written agreement or understanding or representations by or between the parties regarding the subject matter of this agreement.

- 1.4. The parties will not be entitled to rely, in any dispute regarding this agreement, on any terms, conditions or representation not expressly contained in this document.
- 1.5. The Laws of the Republic of South Africa will govern the validity and interpretation of this agreement.
- 1.6. Any reference to the singular includes the plural and vice versa.
- 1.7. Any reference to natural person includes legal persons and vice versa any reference to any gender includes references to the other genders and vice versa.
- 1.8. This agreement may only be modified by written agreement of both parties.
- 1.9. **“Agreement”** means this consultancy agreement and any agreed modifications.
- 1.10. **“Business day”** means any week day, other than public holidays.
- 1.11. **“Confidential Information”** means the Customer Confidential Information and Investigacion De Accidente confidential information (**POPIA**).

- 1.12. **“Intellectual Property Rights”** means all intellectual property rights wherever in the world, whether register-able or unregister-able, registered or unregistered, including any application or right of application for such rights (and the “Intellectual Property Rights” referred to above including copyright and related rights, database rights, confidential information, know-how).
- 1.13. **“Services”** means the services provided or to be provided by **“Investigacion De Accidente”** to the Customer under this Agreement.
- 1.14. **“Third Party Materials”** means the work and /or materials owned by a third party.

2. Scope of Work

2.1. The Services may be performed via telephone and other forms of remote correspondence, and may include meetings with personnel and other consultants at times and locations as required. In each instance, **“Investigacion De Accidente”**, shall perform the Services only upon the Customer’s request and after the scope of the Services has been approved by the Customer, in writing or verbally.

2.2. **“Investigacion De Accidente”**, Services includes the following:

- ✓ **24/7, 365 day quick response to accidents / incidents**
- ✓ Immediate site survey & interim investigation process
- ✓ Measuring and photography of scenes, vehicles and all evidence on scene
- ✓ Witness interviews & Statements
- ✓ Evidence collection & records
- ✓ Meetings with other authorities or legal specialists
- ✓ Development of accident / incident sequence, findings & recommendations
- ✓ Report administration and investigation file compilation
- ✓ Flow-chart briefings with client
- ✓ Close out briefings and investigation sign-off
- ✓ Presenting evidence at any future legal proceedings or in Court Hearing, Criminal and Civil
- ✓ Additional services included as per the attached **Company Profile** of **“Investigacion De Accidente”** if agreed to by the parties.

3. Duration

3.1. The Agreement will come into force upon the execution of the signing of this agreement and debit order, and the agreement will continue for **twelve (12) months** from the execution date, upon which it will terminate automatically, unless terminated earlier in accordance with the provisions of clause 3.2.

3.2. This Agreement may be extended by written agreement signed by both parties. Either party may terminate this Agreement with or without cause upon giving **thirty (30) days** prior written notice to the other party, provided that if **“Investigacion De Accidente”** terminates this Agreement, **“Investigacion De Accidente”** shall, in accordance with the terms and conditions hereof, nevertheless complete in an orderly fashion reasonable activities that began prior to the date of notice of termination.

3.3. Upon termination of this Agreement for any reasons, **“Investigacion De Accidente”** shall be entitled to receive such compensation and reimbursement, if any, accrued under the terms of this Agreement, but unpaid, as of the date **“Investigacion De Accidente”** ceases to work under this Agreement.

4. Price

4.1. The Service is based on a **“price per client”** payment of **R.....** monthly (with immediate effect) to retain the services of **“Investigacion De Accidente”**.

4.2. Any additional investigation and administration hours will be charged at a rate of **R..... per hour** exclusive of travel and accommodation costs should they be required.

4.3. This service level agreement is dependent upon the client accepting to engage “Investigacion De Accidente” for the following twelve (12) months.

4.4. Additional Services (not included in this Agreement) can be provided, following prior agreement between the Parties, on Scope of Work and at a price of **R.....** plus **Travel and Accommodation** costs should they apply.

5. Payment

5.1. **“Investigacion De Accidente”** will submit the initial debit order document with this Service Level Agreement.

5.2. Debit Order facility is operated by an outside service provider

5.3 Deductions will be as per the agreed date on signed debit order.

6. Services / Duties of “Investigacion De Accidente”:

6.1 **“Investigacion De Accidente”** will perform the Forensic Accident Investigation of accident scenes & Reconstruction services with reasonable care and skill.

6.2 **“Investigacion De Accidente”** will sign a confidentiality agreement should you deem it necessary.

6.3 **“Investigacion De Accidente”** investigators will be on call to you **24/7, 365 days.**

6.4 **“Investigacion De Accidente”** operates on a National basis and will attend your accident scene anywhere in South Africa.

6.5 **No work will be undertaken without the signed authority of this Service Level Agreement and a signed Debit Order.**

7. Duties of the Customer:

7.1. The Customer must supply **“Investigacion De Accidente”** with all relevant information regarding where the accident occurred or **“Investigacion De Accidente”** must be informed off where the accident occurred as soon as possible after the accident occurred via the emergency number that will be displayed on the vehicle.

7.2. The Customer must inform **“Investigacion De Accidente”** every time he/she is involved in an accident.

7.3. The customer must display the **24 hour emergency number** on his / her vehicle where it will be easily visible for emergency personnel.

7.4. The Customer will not reproduce/copy or distribute to third party/s any documentation produced by **“Investigacion De Accidente”** under this Agreement.

8. Liability

8.1. **“Investigacion De Accidente”** shall not be liable to the Customer for any loss incurred in the performance of our services hereunder, unless caused by **“Investigacion De Accidente”** intentional misconduct.

8.2. **“Investigacion De Accidente”** will not be liable for any action or lack of action from the customer in the case of an accident.

8.3. The recommendations in the reconstruction reports are merely guidelines for the Customer.

8.4. The reconstruction reports and the content and information it entails remains the Intellectual property of **“Investigacion De Accidente”**.

8.5. The Customer agrees, at its sole defence, to indemnify and defend **“Investigacion De Accidente”** from and against any damages, claims or suits by third parties against **“Investigacion De Accidente”** arising from the performance of **“Investigacion De Accidente”** hereunder unless caused by **“Investigacion De Accidente”** intentional misconduct.

8.6. Notwithstanding any other term of this Agreement, the Customer shall indemnify, defend and hold harmless **“Investigacion De Accidente”**, current or future directors, employees, agents against any claim, liability, cost, damage, and loss arising from this agreement.

9. POPIA

The company complies with the **POPIA** act requirements regarding the handling and protection of all personal information. Only the signed customer to this agreement or a nominated next of kin as stipulated in **point 10** will receive the reconstruction report after an accident.

10. Next of kin

In the event of death, please supply the person’s name who may receive the reconstruction report as we do comply with the **POPIA ACT:**

11. Legal Practitioner

In the event of an accident and you as our valued client do not have an attorney **“Investigacion De Accidente”** can provide assistance by providing the report and information regarding the accident to our Attorneys that can contact you for further assistance and guidance. I hereby authorize **“Investigacion De Accidente”** to forward my information to them for further assistance with my case.

12. Authorization

YES NO

I hereby authorize **“Investigacion De Accidente”** to make use of the information I provided on the client information form to fulfil my investigation.

This Agreement was signed for and on behalf of:

At: On this the Day of 20

Company: **“Investigacion De Accidente”**

Authorised Signatory:

Signature:

The Customer: (Full Names):

Authorised Signatory:

Witness:

Name:

Signature:

