

Navic.Cloud Service Agreement

Customer / Business:
 ID No. /Co. Reg No.:
 Contact Home:
 Mobile:
 Email address:
 Work:
 Alt.:
 VAT no.:
 Entity's registered physical address:

BILLING and/or Postal address:

On acceptance of this contract, **NAVIC™ (PTY) LTD** will provide the Automatic Number Plate Recognition (ANPR) verification required by the Customer, against payment of the fee, with effect from the connection date. Acceptance of the contract is in the discretion of **NAVIC™ (PTY) LTD** management and the taking of this contract by a representative of **NAVIC™ (PTY) LTD** does not imply or guarantee an agreement between the parties. The services will be provided on the terms and conditions as set out in this document only on acceptance of the contract by **NAVIC™ (PTY) LTD**. The customer is specially being made aware thereof that certain terms and conditions are printed further down in this document and is requested to read all the terms and conditions* before putting his/her signature to this agreement.

Security services required

License fees (Please select from the drop-down boxes)	Unit price	Qty	Amount
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Contract term: commencing *(the commencement date)*

Total

Once-Off Fees

Discount

Service Activation

Qty

VAT

VAT

Total

Total (inc. VAT)

Discount

Total (inc. VAT)

Debit Order Authorisation

I/We request the Rentor or its Cessionary/ies to draw against our bank account, wherever it may be, the amounts due in terms of this Agreement.

Bank	Branch code
Branch	Account no.

Service Agreement *terms and conditions*

NAVIC™ (Pty) Ltd (Hereinafter referred to as ("NAVIC™"))

Navic shall only provide the services (as described in the Service Schedule) to the Client upon the terms and conditions set out hereunder, which terms and conditions the Client accepts, namely:

1. Price and payment

1.1 All prices are EXCLUSIVE OF VAT.

2. Warranties

NAVIC™ shall reasonably use its best endeavours to supply the Client with the services but save as aforesaid; NAVIC™ does not give any warranty (express or implied) in respect of the service. NAVIC™ shall not be liable in whatsoever manner for damages arising from any force majeure including, but not limited to unforeseen interruptions in land, radio or other links between NAVIC™ and the Client. It shall be the sole responsibility of the Client to position the equipment and to ensure that such equipment is maintained in good working order allowing NAVIC™ to provide the services.

3. Indemnities and consequential loss

NAVIC™ shall not be liable, whether in delict or contract or otherwise, in whatsoever manner, howsoever arising, out the use or inability to use the services supplied by NAVIC™ or due to the failure of NAVIC™ to perform its obligations in the manner in which it was obliged to perform, or at all, and whether occasioned by any negligent or reckless act or omission on the part of NAVIC™ its employees, servants, agents or independent contractors or not and the Client hereby indemnifies NAVIC™ against all such claims which may be made against NAVIC™ by any third parties or the Client. Without limiting the generality of the foregoing, NAVIC™ shall under no circumstances be liable for consequential loss. The Client acknowledges that to the extent the services act as a deterrent they are not a guarantee of safety against or prevention of loss, liability, injury and damage of whatsoever nature and howsoever arising.

4. Suretyship

The signatory hereto binds himself as surety and co-principal debtor for the due and punctual payment of every sum of money, which may now or at any time hereafter, be or become owing by the Client to NAVIC™ from whatsoever cause arising and for the due performance of every other obligation, howsoever arising which the Client may now or at any time hereafter be or become bound to perform in favour of Navic.

5. Domicilium citandi et executandi

The Client chooses their domicilium citandi et executandi at the address referred to on the first page of the Service Schedule annexed to these Terms and Conditions.

6. Jurisdiction

In terms of section 45 of the Magistrates Court Act of 1944, as amended, the Client hereby consents to the jurisdiction of the Magistrate's Court in Cape Town in terms of the aforesaid Act in respect of any action instituted.

7. Cession delegation or assignment

NAVIC™ shall be entitled to transfer all its rights and obligations under this agreement to another party without the Client’s consent and the Client hereby accepts and approves any such transfer of NAVIC™ rights and obligations.

8. Duration

Notwithstanding the Signature Date, the engagement shall commence on the Commencement Date and will last for the Subscription Term . The agreement can be terminated on 1 (one) calendar month’s written notice by either Party during the Subscription Term by completing a “support notice” at <https://navic.cloud/support-request/> and indicating “ANPR camera de-installation”.

After the expiry of the Subscription Term, and at the election of the Client, this Agreement shall continue on a month-to-month basis, on the same terms and conditions as contained herein until the Parties have negotiated and recorded the terms and conditions of a renewal in writing and the same is signed by the authorised representatives of both Parties; failing which, this Agreement may be terminated on 1 (one) calendar month’s written notice by either Party after the Subscription Term.

NAVIC™ shall be entitled to increase their fees from time to time, as stipulated under the service pricing on our website at <https://navic.cloud/pricing/>

9. Breach

Should the Client be in default of any payment due in terms of this agreement or be in breach in any other manner whatsoever and fail to remedy such breach having been given 14 days written notice to do so, NAVIC™’s shall be entitled without prejudice to any of its rights to terminate this agreement and retain all payments received by it terms of this agreement.

Please submit to support@navic.freshdesk.com

10. Whole agreement

These terms and conditions constitute the entire agreement between the parties. No amendment or consensual cancellation of this agreement or any provision or term thereof and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement shall be binding unless recorded in writing and signed by the duly authorised representatives of NAVIC™ and the Client. In the event that any of the terms of this agreement are found to be held unlawful or unenforceable, such terms will be severable from the remaining terms, which shall continue to be valid and enforceable. By utilising NAVIC™’s services and accessing the NAVIC™ you explicitly and/or tacitly agree to the terms stated in links below which may change from time to time and which are available via our website www.navic.cloud

Additional Obligations

- I hereby acknowledge that I have read and agree to NAVIC™’s Disclaimer as can be found at www.navic.cloud/disclaimer
- I hereby acknowledge that I have read and agree to NAVIC™’s Privacy Policy as can be found at www.navic.cloud/privacy
- I hereby acknowledge that I have read and agree to NAVIC™’s Terms and Conditions as can be found at: www.navic.cloud/terms-of-service/
- I hereby acknowledge that I have read and agree to NAVIC™’s Terms and Conditions as can be found at: www.navic.cloud/terms
- I hereby acknowledge that I have read and agree to NAVIC™’s Non Disclosure Agreement (NDA) as can be found at: www.navic.cloud/nda/
- I hereby acknowledge that I have read and agree to NAVIC™’s Licence Conditions of Use as can be found at: www.navic.cloud/licence/
- I hereby acknowledge that I have read and agree to NAVIC™’s Rental agreement T’s and C’s as can be found at: www.navic.cloud/Rental/



Please ensure that all the details contained in this document are correct. You should only Digitally or otherwise sign this document if you are prepared and able to keep to its legal terms and conditions. If there is more than one Customer, all the Customers must sign. By your Digital signature/s to this Agreement you acknowledge that you have read and understood the terms and conditions of this Agreement.

By checking this box, I, _____
or else Physical Signature
hereby approve & Digitally sign this Service Agreement in my capacity on
behalf of NAVIC™ (PTY) LTD: I AGREE & APPROVE

Name and capacity
Date signed

By checking this box, I, _____
or else Physical Signature
hereby approve & Digitally sign this Service Agreement in my capacity as
my Company Representative I AGREE & APPROVE

Name and capacity
Date signed
Email address
Cellphone no.
ID number

