



SERVICE LEVEL AGREEMENT FOR INDEPENDENT CONTRACTORS

between

SANDI HALL

hereafter referred to as the "Independent Service Provider"

and

Juta and Company (hereafter referred to as "the Publisher" , which expression shall, subject to the context in which it is used, include any publishing imprint subsidiary to or associated with the Publisher, and the Publisher's representatives, assigns or successors in business)

hereby represented by

CAMILLA LLOYD

Project Manager

Hereinafter jointly referred to as "the Parties"

With respect to manuscript provisionally entitled

Title: OFFICE FINANCE 2 ED.

Authors: PROF EJ FERREIRA, MR K CAMPER, EA STRYDOM, S VAN ANTWERPEN

Format: B&W, NARROW CROWN

Extent: 80 pp

ISBN: 9781485112013

hereafter referred to as the "Work"

1. APPOINTMENT

- 1.1 SANDI HALL is hereby appointed as an Independent Service Provider to perform the services as described in the TASK DESCRIPTION (section 2) to the standards required with respect to an original work at present entitled: *OFFICE FINANCE 2 ED.*
- 1.2 The Independent Service Provider acknowledges that no expectation has been created by virtue of this agreement of any future permanent position or employment relationship with The Publisher and that his appointment as an Independent Service Provider in no way entitles him to the benefits extended to the permanent employees of The Publisher.
- 1.3 The Independent Service Provider agrees not to sub-contract any of the services without the written permission of The Publisher.
- 1.4 This agreement will commence on the 22 OCTOBER 2015 and will cease on completion of the project. The Publisher shall at its sole discretion determine whether the project has in fact been completed.
- 1.5 This agreement may be terminated before completion of the project in the case of non-performance at the sole discretion of the Publisher and payment for services rendered shall be on a pro-rata basis.
- 1.6 The Independent Service Provider will be working from home.

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2. TASK DESCRIPTION

- 2.1 The Independent Service Provider will report to the Project Manager who will coordinate the project.
- 2.2 The Independent Service Provider shall be responsible for completing the tasks to deadline as per Schedule A.
- 2.3 The Independent Service Provider will work following the budget allocated to the title.
- 2.4 The Independent Service Provider will use the Juta style guide and project style guide if supplied by Editor. Should the Independent Service Provider notice any discriminatory terminology/concepts in texts, or possible copyright issues, The Independent Service Provider is to bring this to the Project Manager's attention.
- 2.5 The Independent Service Provider ensure that the setting program to be used in the Work is InDesign, using xml, and that the Independent Service Provider should at the end of the project deliver open files, with separate image file and zipped font files; Word files of the final text; xml files; and a hi-res pdf for printing. The Independent Service Provider should own and only use fonts from the Adobe Font Folio 11.1 library.
- 2.6 Specimen designs and first page proofs are to be sent to the Project Manager (lloyd.camilla@gmail.com) for checking by Juta. All subsequent proofs are to be sent to the Project Manager for checking. Final files should be approved by the Project Manager and authors.
- 2.7 A CD of the final files is to be given to the Project Manager for archiving after dyeline corrections have been taken in, if necessary.
- 2.8 The Independent Service Provider will provide a weekly report of progress, every Monday by 10am, to the Project Manager, if applicable.
- 2.9 The Publisher retains copyright of the Work.

3. STANDARD OF WORK

The Service will be provided in a professional manner, consistent with industry standards reasonably applicable and according to the expectations set out by the Project Manager. Should the Project Manager determine that any part of the Independent Service Provider's tasks have not been performed to the required standard, the Independent Service Provider shall be informed of the Publisher's objections and shall be given a reasonable opportunity to rectify the deficiencies. Should the Independent Service Provider within a reasonable period of time not sufficiently rectify such deficiencies, the Publisher shall be entitled to cancel the Agreement and to claim expenses, refund of monies paid and damages from the Independent Service Provider. Payment will be subject to the standard of the work supplied and the deadline being met. If the work delivered is not acceptable 20% of the agreed fee will be retained or a cancellation fee will be paid. If the work is not delivered on time 5% of the agreed fee will be deducted for every day of non- delivery.

4. DEADLINES

- 4.1 The Independent Service Provider shall provide each of the services listed on the Schedule A as mentioned in clause 2.3 by the specified deadlines. Should the Independent Service Provider fail to meet these deadlines, without reasons which are acceptable to the Publisher within its sole discretion, then the Publisher may withhold the payment specified in this Agreement, or a pro-rata portion of the payment (as per clause above) and commission another Independent Service Provider to perform the work required.
- 4.2 Should the Publisher have made payments to the Independent Service Provider in advance and in anticipation of receiving the services specified in Schedule A, and should the Independent Service Provider subsequently fail to provide such services, the Independent Service Provider shall refund in full all such payments advanced to him by the Publisher.

5. CONTRACTING FEE

- 5.1 On delivery of an invoice the Publisher shall pay to the Independent Service Provider, the sum of R46 PER PAGE (FORTY SIX RAND PER PAGE).
- 5.2 The payment for services shall be payable in two tranches:
 - 5.2.1 50% of amount in clause 5.1 on completion and delivery of the first pages that meets with the approval of the Project Manager.
 - 5.2.2 50% of amount in clause 5.1 on completion of the Work that meets with the approval of the Project Manager and authors on or before the deadline stipulated in Schedule A.
- 5.3 The Publisher as a rule deducts PAYE, should you not wish to have this deducted please complete the Indemnity form and submit to the Publisher for our records.

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- 5.4 The Independent Service Provider shall be liable for any disbursements made and/or expenses incurred by him/her in producing the Services.
- 5.5 Payment shall be within 30 days of receipt and approval of the agreed services and on receipt of an original, signed and numbered invoice addressed to Juta & Company Ltd from the Independent Service Provider. In the event of changes to the TASK DESCRIPTION, the Independent Service Provider shall notify the Publisher of any additional costs likely to be incurred before proceeding.
- 5.6 The Independent Service Provider is entitled to one free copy of the published Work.

6. CONFIDENTIALITY

The Independent Service Provider shall not disclose to any third party any information about the Publisher's business and operation whether it is likely to prejudice the commercial interest of the Publisher or its customers or not, either during the period of this project or at any time thereafter. The disclosure of such information will constitute a breach of contract unless the Independent Service Provider is required by law to disclose such knowledge. The Publisher shall be entitled to recover damages for any loss it may incur as a result of the disclosure.

7. ARBITRATION

This agreement shall be subject to the laws of South Africa. If any difference shall arise between the parties regarding the meaning of the agreement, the rights and liabilities of the parties hereto or any matter arising herefrom shall be referred to the arbitration of the two persons (one to be named by each party) or their umpire in accordance with the provisions of the Arbitration Act number 42 of 1965 or any subsisting statutory modification or re-enactment thereof. Such arbitration shall take place in Cape Town.

8. DOMICILIUM

- 8.1 The parties choose, as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this Agreement, the addresses set forth in the first page of this Agreement. Any party may from time to time change any address to any other physical address, postal address or telefax address by written notice to the other party to that effect. Such change of address will be effective seven days after receipt of notice of the change of *domicilium*.
- 8.2 All notices to be given in terms of this Agreement will be in writing and
- 8.2.1 if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;
 - 8.2.2 if sent by prepaid registered post from within the Republic of South Africa be rebuttably presumed to have been received within seven business days of posting;
 - 8.2.3 if sent by telefax before 16h30 on a business day be rebuttably presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after 16h30 or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.
- 8.3 Notwithstanding the above, any notice actually received by the party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.
- 8.4 No addition to or variation, deletion or agreed cancellation of all or any clauses or provisions of this Agreement shall be of any force or effect unless in writing and signed by the Parties.

9. TERMINATION

- 9.1 This Agreement may be terminated at any time by either Party through negotiation to the satisfaction of both parties.

Signed: Sandie Hall Date: 21 December 2015
SANDIE HALL (Independent Service Provider)

Signed: Camilla Lloyd Date: 21 DECEMBER 2015
CAMILLA LLOYD (Project Manager)

SCHEDULE A

TYPESETTING BRIEF

See brief for *The Business and Office Environment and Information Management*.

Deadline

21 DECEMBER 2015

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