Mandate

The client(s), undersigned, hereby provides PI Services Detective Agency and Investigation Services Provider (hereinafter referred to as "the Company") such authority as is required in order for the Company to effectively provide such investigative or other services as are necessary and in accordance with the client(s) specifications and needs.

Scope and Services to be Rendered

The scope and extent of the work to be performed will depend on the type of investigative work that is to be performed, and might include, but is not limited to:

Investigative Method Used:

- Surveillance and observation of person/s
- Meeting with SAPS Investigation officers
- Obtain their view / facts / status of Investigation
- Discussion of way forward and what is required
- Make contact with Court officials / Prosecutor / Magistrate
- Retrieving of information relevant to the Investigation
- Interview complainants / witnesses / Victims
- Writing / Drafting Affidavits / statements
- Intelligence gathering / Background checks
- Compiling evidence into Investigation report
Use of Equipment:

- Video Cameras
- Cameras
- Audio recording (Depended on surroundings)
- Vehicle trackers

The client hereby agrees that the above is not an exhaustive list and merely intended to provide an overview. The client will be liable for all costs relating to any service actually performed by the Company, a representative thereof, or outside contractor enlisted to perform such services as is required, regardless of whether it was not listed above or expressly explained to the client prior to engagement thereof.

**Particulars of Client(s), Surety(ies) and Co-Principal Debtors.**

1. **First Client** (hereinafter referred to as “The Client”)

Client Name: ____________________________________________

Client ID/Registration Number: ______________________________

Address: _______________________________________________________________________

Tel: ___________________________ Cell: ___________________________

E-mail: ____________________________

2. **Second Client/Surety and Co-Principal Debtor**

Client Name: ____________________________________________

Client ID: ______________________________________________________________________

Address: _______________________________________________________________________

Tel: ___________________________ Cell: ___________________________

E-mail: _______________________________________________________________________

Second Client _____________ The Company _____________

Third Client ______________ The Client ______________
3. **Third Client / Surety and Co-Principal Debtor**

Client Name: __________________________________________________________

Client ID: __________________________________________________________

Address: __________________________________________________________

Tel: ___________________________ Cell: ____________________________

E-mail: __________________________________________________________

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**Service Level Agreement**

1. **Mandate and General Information:**

The Client hereby mandates The Company who accepts the engagement to perform the service(s) described above and undertakes to perform in accordance with the Client’s requirements and specifications as and when required and/or requested by the Client.

The Company undertakes to affect such performance as soon as is reasonably possible, taking into consideration prior engagements and the availability of the Company’s Investigators.

Payments are to be made by EFT (electron funds transfer) to the Company and the Deposit is payable on signature of this contract, in terms of Clause 3. The client acknowledges that the initial deposit paid to the Company is non-refundable and is a prerequisite for acceptance of any work to be performed.

**Banking Details:**

Bank: FNB
Branch: Hermanus
Branch Code: 250 655
Account Number: 62369184040
Reference: The Client’s Name

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Second Client _________________ The Company _______________

Third Client _________________ The Client _______________
The client hereby acknowledges that he/she/they understand the nature of the services to be provided and confirms the appointment of the Company as their service provider to the exclusion of all others.

This Agreement contains the entire agreement between the Parties in regard to its subject matter.

Neither Party will be bound by any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in this Agreement, whether it induced the contract and/or whether it was negligent or not.

No variation, amendment or consensual cancellation of this Agreement or any term hereof will be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties.

2. Accuracy of Information provided.

The client warrants that all the information provided to the Investigator is accurate and true. The Client acknowledges that the information supplied can determine or jeopardize the accuracy of the outcome of the Investigation or Service provided.

The Company will not take responsibility for any services that were rendered based on incorrect/false information provided which, as a result of such information jeopardised the quality of the services that were and/or are to be rendered. The client accept liability in the event that the quality of work is affected due to the client, directly or indirectly, providing any information that is not factually accurate and undertakes to compensate the Company for all worked performed in terms thereof – regardless of the usability of the information obtained during the investigation.

3. Cost of Services Rendered

Overview of Fee Structure

- Investigators hourly rate R600.00 per hour
- Investigator day-fee of R6000.00 applicable to fixed 8-hour work day.
- Assistant Investigator hourly rate R200.00 per hour
- Assistant Investigator day-fee of R2000.00 applicable to fixed 8-hour work day
- Petrol rate R5.00 per kms per vehicle
- Background checks and Intelligence (quoted on request)
Additional Charges

- Parking, entrance and toll fees
- Accommodation, car hire, flights
- Printing, sticky notes, files
- Writing and drafting affidavits and Investigation reports
- Mileage billed per km's
- Background checks and Intelligence gathering
- LBS Tracking services and GPS Tracking Services
- Tracing services
- DNA Swab and drug testing
- Specialists fees
- Attorney fees
- Forensic fees

Additional charges will only apply when approved by the client. All expenditures, invoices, receipt will be kept and provided to the client upon request. The above is not an exhaustive list and should not be seen as such.

4. Fees / Payments / Deposits / Retainers / Monthly payments

For this Mandate our services will be billed according to our Fee Structure. A retainer, deposit may be asked before commencing with the assignment.

This deposit covers the cost of the initial consultation and inspection/ investigation into the viability of the Client’s request as well as to provide advice and insight regarding future work required. It is not negotiable and work will strictly only be performed once the deposit reflects in the Company’s account, as stated in Clause 1.

The service provided by the Company will terminate once the investigation is completed. The Company may refuse further performance if the Client’s funds paid in advance have been exhausted or the agreed upon fee-cap has been reached and further work has been requested.

The client and the Company may, in circumstances that require a large amount of work to be performed over a substantial period of time, agreed to a monthly retainer. The monthly retainer and deposit will be dependent on the scale of the work to be performed and within what period the work is to be completed. The retainer amount must be agreed to by both the Client and the Company in writing.

Second Client _______________ The Company _______________

Third Client _______________ The Client _______________
Such agreement will be subject to the rest of the clauses in this agreement and the terms thereof will be set out in an annexure hereto, if applicable.

The Client agrees that the Company may demand that the Client pay interest on all invoice that are thirty (30) days and older, the amount of which will be determined by the applicable law at that time.

5. **Indemnity of the Private Investigator by the Client**

The company is aware of the possible dangers that it, an employee or a third-party contractor might possibly encounter for the duration that services are rendered to the client. The company, its employees or third-party contractors will therefore not act carelessly, negligently or intentionally against their or others’ mental and physical security, physical and material integrity or take unjustified risks for him/herself or others for the duration the services are rendered to the client.

The company undertakes to abide by the laws of South Africa and not engage in law enforcement action typically assigned to and associated with the South African Police Service, Prosecutors nor the Courts.

In accordance with the above, the client indemnifies the Company and all affiliates against any legal actions/recourse that may arise as a result of this contractual agreement and acknowledges and understands that this document serves to indemnify the service provider, the Investigator, agents or employees against any loss or damage sustained by any person or property, crimen injuria, defamation or damages as a result of this agreement.

6. **Privacy Policy**

The Client hereby acknowledges and understands that this is a binding mandate and that there is a Privacy Policy in place. All information obtained by the Company, it’s employee or affiliates will remain strictly confidential and will only be disclosed to third parties upon the Client’s instruction.

The Client and the Company agrees that this document constitutes an Agreement of Confidentiality, alternatively hereby acknowledges that this clause constitutes such an agreement. All parties therefor herewith undertake not to disclose any details or any information concerning the services performed, the matter to which it relates nor any sensitive intellectual property that might have been obtained.
The parties agree that this confidentiality may only be broken in so far as it would be contrary to the applicable laws of the Republic of Southern Africa. The Company will not undertake to act contrary to the law, no matter the circumstances, regardless if it is upon instruction; such instruction will be disregarded.

7. **Acknowledgement**

The Client acknowledge that he/she is a consenting adult of sound mind and fully capable of taking responsibility for their conduct whilst using the services provided by the Company. The Company and its affiliates accept the appointment as Agent and all the terms and conditions described in this contract.

The Client, and persons referred to in clause 8 below, accepts and understands the implications and possible liability this agreement could create and herewith voluntarily and with sober mind enter into this agreement.

8. **Surety and Co-Principal Debtors**

We the Second and Third Clients, as described above and hereinafter referred to as “the Sureties”, hereby bind ourselves as sureties and co-principal debtors jointly and severally with the Client in favour of the Company for the due and punctual performance by the Client of all its obligations to the Company whether presently due, owing and payable or becoming due, owing and payable in the future as and when the obligations resulting from this agreement arise.

9. **Termination**

The Client and the Company agree that this contract may be terminated at any time by any party, subject to the conditions stipulated below.

Upon termination each party will be liable to the other, in accordance with this agreement, as follows:

- The Company will be obliged to continue performing until such time as the deposit or funds paid in advance have been exhausted; and
- The Client will be obliged to pay the Company, upon presentation of an invoice, for all work actually performed for which the client has not paid or for work that exceeded the deposit or funds paid in advance.

Second Client _______________  The Company _______________

Third Client _______________  The Client _______________
In the event of termination of this contract by the client, which termination has to be tendered in writing and accepted in writing by the Company, the Company will undertake to release all information gathered during the contract period to the client or a person nominated by the client, after all obligations towards the Company has been settled by the Client, in terms of this agreement.

The Sureties will not be released from liability under this agreement under any circumstances, regardless if the Sureties provided notice to terminate their part of the agreement with the Company for, as long as the agreement with the Client remains active. The Sureties and the Client will only be released from liability, once the entire agreement with the all parties has been correctly terminated and their obligations towards the Company have been discharged to the Company's satisfaction. The Client will only be released from its obligations, once the agreement with the Company and the Sureties have been properly terminated.

If the Client and/or Surety are in default of payment under this agreement upon termination thereof, the Client and the Sureties will remain liable to the Company until the default is remedied. The Client and the Sureties acknowledge that the Company may initiate legal action herein, whether to enforce payment or otherwise, by way of delivery of a Notice as stated in clause 10. Failure to comply with the request stated in the Notice, within the time limit stated therein, may result in further legal action being pursued.

The Client and Sureties agree that they will be liable for all legal costs incurred by the Company as a result of the legal action, including the cost of the Notice, on an attorney and own client scale and that the Company, as dominus litis will have a choice as to where to institute proceedings and the Client and the Sureties agree to such court’s jurisdiction herewith.

10. Notices and Domicilia

The Client and the Sureties choose as their domicilium citandi et executandi the addresses as set out above and nominate such addresses to which any written notice or documents in legal proceedings in connection with this Agreement may be delivered.

Either Party may by written notice to the other Party change its chosen address and/or telephone number and/or email address, provided that the change will become effective on the 10th (tenth) Business Day after the receipt of the notice by the addressee.
Any notice given in terms of this Agreement will:

- if delivered by hand be deemed to have been received by the addressee on the date of delivery;
- if transmitted by email be deemed to have been received once the email is successfully delivered to that email address.

Notwithstanding anything to the contrary contained in this clause or clause 9, a written notice or communication actually received by a Party will be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or fax number and/or email address.

Signed at ________________ on the ______ day of _________________________ 2020

The Company: ________________  Witness: ______________________

First Client: ________________  Witness: ______________________

Second Client: ________________  Witness: ______________________

Third Client: ________________  Witness: ______________________

Second Client ________________  The Company ________________

Third Client  ________________  The Client ________________