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## FULL PARTICULARS

### ADVERTISING SERVICE LEVEL AGREEMENT

Full Name and Surname: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Contact Details: (cell) \_\_\_\_\_

(Alternative) \_\_\_\_\_

EMAIL Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Financier: \_\_\_\_\_

Branch Code: \_\_\_\_\_

Account Number: \_\_\_\_\_

Year Model: \_\_\_\_\_

Make: \_\_\_\_\_

Full Model Description: \_\_\_\_\_

Chassis Number/Vin Number: \_\_\_\_\_

Engine Number: \_\_\_\_\_

Colour: \_\_\_\_\_

Principal Debt: \_\_\_\_\_

1<sup>st</sup> Payment Date: \_\_\_\_\_

Term: \_\_\_\_\_

Advertised Special: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Advertising Number: \_\_\_\_\_

Advertising Campaign: \_\_\_\_\_

Delivery Date: \_\_\_\_\_

PLEASE NOTE THAT THE FOLLOWING IMPORTANT INFORMATION MUST BE CORRECT ON THE ADVERTISING PORTAL:

1. All your personal details
2. Your complete banking details
3. Your car insurance

Initial here:

# EARN WHILE YOU OWN

AN AGREEMENT ENTERED INTO BETWEEN

## BLUE LAKES TRADING AND PROMOTIONS LIMITED

Hong Kong Certificate of Incorporation: 1420884

(Hereinafter referred to as “**The Company**”)

and

**Full Name:**

\_\_\_\_\_

**ID Number:**

\_\_\_\_\_

(Hereinafter referred to as the “**ADVERTISING SERVICE PROVIDER**”)

Initial here:

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**Whereas** it is agreed between the parties that:

- i. The Company intends placing advertisements for its clients on the Advertising Service Provider's vehicle.
- ii. The company undertakes to pay the Advertising Service Provider R570.00 inclusive of VAT per calendar month in the event that the Advertising Service Provider completes a minimum mileage of 500km per calendar month, subject to the conditions of this Agreement.
- iii. Further, the Company will pay the Advertising Service Provider in terms of the provisions of this Agreement a once-off payment for each and every completed sale of a vehicle by one of the Company's clients which has resulted from the purchaser of such a vehicle purchasing the aforesaid vehicle as a result of the advertising on the Advertising Service Provider's vehicle.
- iv. This Agreement in no manner or form creates an expectation of employment.
- v. This Agreement in no form or manner forms part of any agreement regulated or envisaged by the National Credit Act No 34 of 2005.
- vi. This Agreement supersedes and replaces all previous agreements that exist, or may have existed, between the parties pertaining to advertising.

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# 1. Definitions

<b>“Agreement”</b>	The Agreement as set out herein read together with any other attached document signed by both parties to the agreement.
<b>“Advertising Service Provider”</b>	The Advertising Service Provider named in this agreement. This can include any natural or juristic person as defined and accepted within the laws of the Republic of South Africa.
<b>“Vehicle”</b>	A vehicle purchased from an associate company and fully identified in this agreement as per the full particulars completed.
<b>“Advertising”</b>	Advertising on the vehicle by means of placing an advertisement of a product on the rear of the vehicle and any other surface/part of the vehicle as determined by the Company.
<b>“Company”</b>	Blue Lakes Trading and Promotions Limited (Hong Kong) or any other company nominated by Blue Lakes Trading and Promotions Limited or any other entity whereby the rights and obligations of this Agreement have been ceded to the other entity.
<b>“Initial”</b>	Means the first finance agreement entered into between the advertising service provider and a financier which bears reference to the vehicle identified in this agreement.
<b>“Completed Sale”</b>	The fully approved and finalised sale of a vehicle by one of the Company’s clients, which sale has been initiated by the purchaser using the Unique Identity Code on the Advertising Service Provider’s vehicle when enquiring from one of the Company’s clients to purchase a vehicle from that specific client.
<b>“Unique Identity Code”</b>	The code provided by the Company which identifies the Advertising Service Provider and is placed on the Advertising Service Provider’s vehicle.
<b>“Company Portal”</b>	Blue Lakes Trading and Promotions Limited’s Internet Portal.

Clause headings have been inserted for reference purposes only and shall not be taken into account in interpreting this Agreement.

Words denoting the singular shall include the plural and vice versa; words importing the one gender shall include the other gender.

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## **2. Duration**

- 2.1 The duration of this Agreement shall be for the period during which the finance agreement between the Advertising Service Provider and a registered financial institution continues to be valid and enforceable and further whilst the Advertising Service Provider complies with the terms and conditions of this Agreement.
- 2.2 The duration of this Agreement will never exceed the duration of the initial finance agreement.

## **3. Breach**

- 3.1 The parties to this Agreement agree that a breach of this Agreement can be committed by any person who is associated to the Advertising Service Provider as well as the Advertising Service Provider themselves.
- 3.2 In the event that the Advertising Service Provider breaches the Terms and Conditions of this Agreement the Company will notify the Advertising Service Provider by registered mail, Sheriff or courier of such a breach as well an instruction to remedy such breach within a period of seven (7) days from date of receipt of such notice unless this Agreement states otherwise.
- 3.3 In the event that the Advertising Service Provider fails to rectify the breach within the prescribed time period, after having been placed on terms by the Company, the Company may act directly against the Advertising Service Provider. Should the Advertising Service Provider cause a breach as defined in this Agreement, the costs incurred in such action shall be for the account of the Advertising Service Provider, except in circumstances where a Court Order to the contrary has been issued.
- 3.4 It is expressly agreed between the parties that it will be deemed that the Advertising Service Provider has breached the Terms and Conditions of this Agreement in the event that the Advertising Service Provider fails for any three (3) individual months during the term of this Agreement to comply with its obligations in terms of the conditions and obligations of the Advertising Service Provider, ie. the submission of photographs timeously *et al.*
- 3.5 The parties agree that this Agreement would be deemed to have been breached in the event that the Advertising Service Provider acts in a *contra bonis mores* manner during the duration of this Agreement.
- 3.6 The parties agree that it would be deemed that the Advertising Service Provider would breach this Agreement in the event that it places any other branding, defamatory marks against any of the Company's associated companies and/or suppliers on the relevant vehicle, defaces or damages the branding placed on the vehicle then the Company will

Initial: \_\_\_\_\_

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have the direct recourse of claiming damages from the relevant Advertising Service Provider.

#### **4. Termination**

This Agreement will terminate in the event of –

- 4.1 The death of the Advertising Service Provider if the Advertising Service Provider is a natural person.
- 4.2 The Company has the right to terminate this agreement with immediate effect at any stage should the Advertising Service Provider fail to comply with any of the provisions and/or requirements of this agreement during the course of the agreement period.
- 4.3 The incarceration of the Advertising Service Provider.
- 4.4 The vehicle is written off, or damaged beyond repair, or damaged, as determined by the Company, in such a manner or degree which would result in the vehicle bringing the name of the Company into disrepute if seen in public.
- 4.5 The vehicle is declared un-roadworthy.
- 4.6 Any material breach of the terms and conditions of this Agreement.
- 4.7 In terms of this Agreement the Company has the right to terminate this Agreement should the Advertising Service Provider fail to comply with all or any one of the provisions of this Agreement.
- 4.8 The Advertising Service Provider can terminate this Agreement by giving 24 hours written notice to the Company. The Advertising Service Provider understands that by giving such written notice he/she will have no recourse against the Company and that the termination of this Agreement will be at the Advertising Service Provider's own peril.
- 4.9 Completion and/or termination of the initial finance period.

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## **5. Obligations**

### **5.1 The Company's Obligations**

- 5.1.1 The Company undertakes to manage and to facilitate the Advertising Agreement.
- 5.1.2 The Company undertakes to ensure that the advertisements placed on the Advertising Service Provider's vehicle do not violate any legal requirements or guidelines as set out in the Films and Publications Act 65 of 1996, Intellectual Properties Act 107 of 1997 and the National Road Traffic Act 93 of 1996 or any other relevant law of the Republic of South Africa. It is important that the Advertising Service Provider understands that this obligation extends only to the advertisements placed on the vehicle and is not extended to the vehicle, or the responsibilities of the driver and/or the owner.
- 5.1.3 The Company shall provide a portal available at [www.bluelakessa.com](http://www.bluelakessa.com) on which the Advertising Service Provider can view the number of completed sales and the amount owed by the Company to the Advertising Service Provider.
- 5.1.4 The Company shall provide the Advertising Service Provider with a Unique Identity Code, to be placed on the Advertising Service Provider's vehicle.
- 5.1.5 On the 25<sup>th</sup> of every month the Company shall determine whether the Advertising Service provider is entitled to any payments in lieu of completed sales which were initiated by the Advertising Service Provider's vehicle in terms of this Agreement.

### **5.2 Advertising Service Provider's Obligations**

- 5.2.1 The Advertising Service Provider agrees that he/she will ensure that the driver of the vehicle at all times obeys the traffic laws and regulations of the Republic of South Africa.
- 5.2.2 The Advertising Service Provider further agrees that the vehicle will be serviced as required and will be done so by an agent of the brand and will be roadworthy at all times as per the National Road Traffic Act 93 of 1996 and/or any other law of the Republic of South Africa.
- 5.2.3 The Advertising Service Provider agrees that he/she will be responsible for any traffic violation resulting in a fine.

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

- 5.2.4 The Advertising Service Provider understands that he/she is responsible for any liability which may arise from the advertising placed on his/her vehicle.
- 5.2.5 The Advertising Service Provider agrees to ensure that the driver of the vehicle complies with the driver's responsibility attached to the aforesaid agreement.
- 5.2.6 The Advertising Service Provider agrees that the vehicle will not carry any other advertisement on any part of the vehicle unless written permission is given to the Advertising Service Provider by the Company.
- 5.2.7 The parties to this Agreement agree that the Company cannot be held responsible for any rights, breaches or liabilities incurred by both parties to this Agreement.
- 5.2.8 The Advertising Service Provider agrees that he/she will permit advertisements of alcoholic beverages and/or any alcoholic beverage industry associated products as well as any licensed gaming or gaming associated products to be displayed on the vehicle.
- 5.2.9 The Advertising Service Provider acknowledges that he/she is aware of the fact that this Agreement does NOT provide a guaranteed income in any manner whatsoever.
- 5.2.10 The Advertising Service Provider will electronically upload a digital photo of each of the following:-
- i) odometer/speedometer reading; and
  - ii) the rear of the vehicle.

This totals 2 separate photos. These photos of the vehicle must be uploaded at [www.bluelakessa.com](http://www.bluelakessa.com) not earlier than the 1<sup>st</sup> of each and every month during the contract period and not later than the 7<sup>th</sup> of each and every month during the contract period. The digital date must appear on each and every digital photograph provided to the website. This date must be accurate and correct. The Company has the right, during the course of this agreement, to change the form and manner in which the abovementioned digital photos are transmitted to the Company.

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## **6. Payment**

- 6.1 The Advertising Service Provider is not entitled to cede, make over or transfer any of his/her rights in terms of this Agreement without making a written application to the Company and without subsequent written approval by the Company.
- 6.2 The Advertising Service Provider understands that payments will only be made to the Advertising Service Provider or the person who has entered into this Agreement. Payments will be made into the bank account of the natural or juristic person who entered into this Agreement.
- 6.3 The Company undertakes to pay the Advertising Service Provider R570-00 per month in the event that the Advertising Service Provider completes a minimum mileage of 500km per calendar month, subject to paragraph 6.5.
- 6.4 The Company shall pay the Advertising Service Provider R3000-00 (three thousand rand), VAT inclusive, for each completed sale of a vehicle by a client from the Company which was as a result of the client submitting the Advertising Service Provider's Unique Identity Code to the Company's Portal.
- 6.5 In the event of a lead as per clause 6.4 above leading to a successful sale, the R570.00 payment as mentioned in clause 6.3 above will be forfeited.
- 6.6 The submission as defined in Clause 6.2 above is subject to verification by the Company.

## **7. Accidents and Vehicle Damage**

It is agreed between the Advertising Service Provider and the Company that in the event that an Advertising Service Provider's vehicle has been involved in an accident, and/or the vehicle has been damaged, and the Advertising Service Provider cannot comply with the contents of this Agreement, payment shall be suspended for the period that the vehicle is being fixed, repaired or is out of service.

## **8. Retrieval Fee**

The Advertising Service Provider agrees to pay a password retrieval fee of R570-00 (FIVE HUNDRED AND SEVENTY RAND) if the Advertising Service Provider loses his/her password.

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## **9. South African Revenue Services**

- 9.1 This agreement does not constitute an employment contract as envisaged by the Labour Relations Act 66 of 1995 or any other act regulating employment.
- 9.2 The Advertising Service Provider will be notified in writing by the company annually of the amount paid to him/her, with the obligation resting solely on the recipient to disclose, declare and account for the amount received in terms of this agreement to the South African Receiver of Revenue.
- 9.3 The Company is not obliged in any form or manner, on the basis that no employee/employer relationship exists in terms of this agreement, to notify the South African Revenue Service of the amount paid during this tax year.
- 9.4 The Company accepts no liability stemming from the disclosure to the Advertising Service Provider.

## **10. Service of Notices**

- 10.1 Any notice given by one party to another in terms of this Agreement shall be given by prepaid registered post or delivered by hand to the address stated in the domicilium clause hereinafter, or at any other address within the Republic of South Africa, of which the parties may inform each other from time to time in writing.
- 10.2 Any notice dispatched by prepaid registered post shall be deemed to have been received and given at the time when in the ordinary course of transmission it should have been delivered to the address to which it was sent.

## **11. Domicilium**

- 11.1 The Company chooses its domicilium citandi et executandi at the following address:

20<sup>th</sup> Floor  
Central Tower  
28 Queens Road Central  
Hong Kong  
Fax +852 215 99688  
e-mail:info@bluelakes.com.hk

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

11.2 The Advertising Service Provider agrees that it chooses its domicilium citandi et executandi at the following address:

For posted articles:

.....  
.....  
.....  
.....

For telefaxed notices:

.....  
.....

For hand delivered notices:

.....  
.....  
.....  
.....

For e-mailed notices:

.....  
.....

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

## **12. Costs**

- 12.1 Each party is liable for its own legal costs in the event of a dispute.
- 12.2 In the event of a breach by the Advertising Service Provider, which has not been rectified in the period as defined in Clause 3.3 of this Agreement, the Advertising Service Provider is responsible for all legal costs incurred by the Company in seeking remedy for this breach of this Agreement.

## **13. Vehicle Advertising**

- 13.1 The Company has sole discretion as to what advertising shall be placed on the Advertising Service Provider's vehicle.
- 13.2 The Advertising Service Provider may not remove, add to, amend, deface, or in any manner whatsoever alter or move the advertisements placed on the vehicle by the Company for the duration of this lease.

## **14. Assignment**

- 14.1 The Advertising Service Provider shall not sell, cede, transfer, delegate and/or encumber any of its rights or obligations in terms of this Agreement to any other party without the express written permission from the Company.
- 14.2 The Company has the right and is entitled to, at any stage or time during this Agreement, transfer, cede, sell, encumber or delegate any of its rights and obligations to a third party without the advertising Service Provider's consent. If for any reason the Advertising Service provider's consent is required it shall be deemed that the Advertising Service Provider has hereby consented thereto in terms of this Agreement.

## **15. Severability**

In the event that it may occur that any of the stipulated terms and conditions of the agreement are deemed to be unenforceable in terms of a court order, these terms and conditions will be deemed severable from the remainder of this Agreement of which the remaining terms being binding and enforceable.

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

**16. Jurisdiction**

The parties hereby agree to the jurisdiction of the Magistrates Court Pretoria and not any other legal entity irrespective of the fact that the amount of the claim may exceed the jurisdiction of the aforementioned court, or by agreement between the parties, the High Court of South Africa.

DONE and SIGNED at \_\_\_\_\_ on \_\_\_\_\_ **2011/12**

**AS WITNESSES:**

1. ....  
Signature

.....  
Print Full Name and Surname

2. ....  
Signature

.....  
Print Full Name and Surname

.....

**RIANDA HUYGEN**

For BLUE LAKES TRADING AND PROMOTIONS LIMITED

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_

DONE and SIGNED at \_\_\_\_\_ on \_\_\_\_\_ 2011/12

**AS WITNESSES:**

1. ....  
Signature

.....  
Print Full Name and Surname

2. ....  
Signature

.....  
Print Full Name and Surname

.....  
**SIGNATURE OF ADVERTISING SERVICE PROVIDER**

.....  
Print Full Name and Surname Advertising Service Provider

Initial: \_\_\_\_\_

Initial: \_\_\_\_\_