



TRAILER AGREEMENT

between

SAVVY HOLDINGS GROUP (PTY) LTD
t/a Savvy Trailer Adds

and

Hereto referred as the Advertiser

Please attach a copy of the following with your signed and completed contract:

- Copy of VAT certificate
- Copy of Company Registration document
- Copy of Id
- Proof of Address



1. **ADVERTISING**

1.1 **Savvy Holdings Group (Pty) Ltd as (Savvy Trailer Adds)** will arrange for the installation of printing on the Trailer located as listed in the attached schedule of this Agreement. The Advertiser will give notice of change of artwork, one week in advance.

1.2 The Advertiser will be entitled to advertising space on the Trailer Adds as set out below:

Cost of trailer: _____, ex VAT, per month, per trailer.

Minimum of trailers: _____

An amount of _____ ex VAT per trailer, will be charged for printing and wrapping the trailer/s.

Commencement date: _____

Duration of contract: _____

This agreement will remain in force for the duration of contract signed.

1.3 **Insurance:**

1.3.1 Insurance is optional extra and protects the advertiser to repay the print should the artwork be vandalized.

Insurance at R500,00 per month: **Advertiser to initial here:** _____

Should the Advertiser opt to pay the monthly Insurance fee, no new printing fee will be charges in the event of vandalism, and or acts of God (wind, storms, fire etc.).

No insurance fee: **Advertiser to initial here:** _____

Should the Advertiser opt to not pay the monthly insurance fee, a printing fee of R_____ will be charged for vandalism, and or acts of God (wind, storms, fire etc.)

Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds will not be held responsible for any damages to advertisement trailer. If and when your Trailer is vandalized/damaged, your trailer will be brought to the yard, repaired and you will be invoiced accordingly.

1.4 Once layout of the advertisement has been finalized and approved it may not be changed without the prior consent of **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds.**

1.5 The Advertiser will be entitled to provide its own advertisement provided that it conforms to the standard set by **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds**



- 1.6 **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** retains the sole right to accept or refuse Advertisements. The price may increase in signage and rental due to inflation.
- 1.7 **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** is not responsible for damage on the trailer or the artwork if the trailer is vandalized, client shall pay Advertiser in full to repair the trailer (artwork).
- 1.8 The Advertising trailer will stand on agreed upon location and time length per day. Should the trailer be off road for any reason beyond **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds**, the Advertiser's contract period will be moved on for those days lost at no cost.

2. PAYMENT

- 2.1 The Advertiser shall pay the full amount as agreed upon on signing the agreement.
- 2.2 The Advertiser will be requested to make a monthly payment either by means of EFT or CASH for the duration of the agreement. No credit will be afforded should the trailer be impounded or vandalized and needs to come back to the yard for repairs or rebranded.
- 2.3 **Trailer rentals shall be paid a month in advance** and by no later than the last working day of the month after receipt of the invoice on the 15th of every month, unless otherwise arranged with the Company Director. **No credit will be given for trailers when/if trailers are off road on clients request or for maintenance.**
- 2.4 **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** will not be held responsible for an owner trailer which we manage on behalf of the Advertiser should wheels / axel be stolen or needs to be replaced. This is for the owners account.

3. BREACH

- 3.1 **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** will be entitled to cancel this agreement by written notice to the business if the latter:
 - 3.1.1 Fails to make payment in terms of this Agreement on the due date and remains in default for three (3) days after receiving written notice from **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** will have the right to charge a 10% penalty per trailer and to remove the trailer until the payment is made.
 - 3.1.2 Commits any other breach of this Agreement and fails to remedy the breach within three (3) days of receiving written notice from **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds**.
 - 3.1.3 **Savvy Holdings Group (Pty) Ltd, trading as Savvy Trailer Adds** remedies under point 3.1 are additional to any other remedies it may have.

4. JURISDICTION OF MAGISTRATE'S COURT

- 4.1 Each party consents in terms of Section 45 of the Magistrate's Court Act 1944, to the jurisdiction of the Magistrate's Court in respect of any proceedings on the agreement.



4.2 The party in breach will be liable for all legal costs calculated on an attorney / client including collection commission, tracing costs and VAT.

5. RELAXATION OF TERMS

5.1 No relaxation of terms or indulgence which one party grant to the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of his/her rights, or in any way limit, alter, or prejudice those rights.

6. VARIATION

6.1 This agreement cannot be varied, added to, or cancelled except by means of further written agreement by the parties. One-month calendar notice must be given at the end of your contract, if not a month-to-month basis will be applied.

7. ADDITION

7.1 The person trading for and on behalf of the party and is duly authorized to enter into this agreement bind him/herself in his/her personal capacity in terms of the fulfillment of the payment agreement conditions of this agreement.

8. TERMINATION CLAUSE

8.1 70% of the remaining period must be paid upfront if contract is terminated by the Advertiser or Service Provider.

9. DOMICILUM AND NOTICE

9.1 The parties choose their *Domicilum Citandi et Executandi* address for all communication.

ADVERTISER:

Company Name: Savvy Holdings Group (Pty) Ltd t/a Savvy Trailer Adds
Company Address: 11 Bartlett Road
Beyerspark
Boksburg
1459

Contact number: 011 894 3942

Email address: info@savvyholdings.co.za

ADVERTISER:

Company Name: _____

Company Address: _____



Contact Number: _____

Email address: _____

CC/Pty Number: _____

Identity Number: _____

This contract duly signed at _____ on this _____ day of _____ 2020.

For: SAVVY HOLDINGS GROUP (PTY) LTD

For: CLIENT
(I have authority to bind the company)

DATE

DATE

WITNESS: Savvy Holdings Group (Pty) Ltd

WITNESS: Client

ATTACHMENTS:

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