



**Joyce Ranjith**  
 Director  
**S and J CARGO ENTERPRISES**  
 P: 0627632890 M: **0685033727**  
 A: 93 TIFFMORE CLOSE, STANMORE  
 W: <http://sjcargounterprises.site123.me/> E: [joyce.sjcargo@gmail.com](mailto:joyce.sjcargo@gmail.com)

**AGREEMENT BETWEEN S AND J CARGO AND ITS SUBCONTRACTORS ENGAGED FOR THE PURPOSE OF S AND J CARGO PERFORMING SERVICES TO CLIENTS.**

The parties to this Agreement are S AND J CARGO ENTERPRISES, Registration number: K2019374275 (hereinafter referred to as "S and J Cargo, 93 Tiffmore Close, Stanmore, Durban, 4068)

and .....

address.....

(Note: if CC or Pty Ltd, Registration Number required, or ID No.) (hereinafter referred to as the Subcontractor".....)

(the above address is the chosen domicilium of each party)

Whereas S and J Cargo has been appointed as logistics operator by its client/s (hereinafter referred to as the "Client"/" Clients"), and S and J Cargo has subcontracted certain services to the Subcontractor, the following terms are agreed as binding between S and J Cargo and the Subcontractor.

**RECITALS.**

The Receiving Party understands that the Disclosing Party has disclosed or may disclose information relating to the Client/Clients or any client of S and J Cargo or any details (whatsoever) thereof, which information and details whether previously, presently, or subsequently disclosed to the Receiving Party, is hereinafter referred to as "Proprietary Information".

**1. DEFINITIONS**

1.1. The following terms in this Agreement shall have the meanings below ascribed to them.

1.1.1. "CLIENT", for the purposes of this agreement in its entirety (including, without limitation, the preamble and recital clauses/parts of this agreement, as appear above) shall mean any party identified by S and J Cargo as its client or customer, including but not restricted to the importer or exporter or any company or any artificial or natural entity/person contracted to S and J Cargo, as well as any company or partnership or other artificial entity/person in which the Client, or any parent or holding company of the Client, now or hereafter owns or controls, directly or indirectly, 50% or a greater percentage than 50% of the ownership, interest or shareholding, whether or not having the right to vote or appoint its directors or their functional equivalents ("affiliated companies"), as well as any joint venture in which the Client and parent/or holding entity of the Client and / or affiliated company is the operator, and any successor in the interest to any of the bodies mentioned above (including, but not limited to, all successors-in-title and successor by name change).

1.1.2. "THE SERVICES" means the services to be performed by the Subcontractor to S and J Cargo as agreed from time to time.



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1.1.3. "THIS AGREEMENT" means all the terms and conditions contained in this agreement, provided that if by reason of compulsorily applicable Law any part should be deemed invalid or inoperative for any reason, the rest of the terms and conditions shall remain binding and operative and be deemed to incorporate such Law.

1.1.4. "GOODS" shall mean products or objects of any nature whatsoever emanating from the Client and which are transported, handled, stored, cleared, or otherwise dealt with (howsoever and in whatsoever manner, nature or form) by the Subcontractor at the request of S and J Cargo, whether risk, benefit or title in such goods has passed from the Client or not.

1.1.5. "LAW" includes the common law (unlegislated or uncodified law) and legislation promulgated by any competent body, whether in the Republic of South Africa or not, which is in force during the performance of this contract or at any other material and / or relevant time.

1.1.6 "Parties" means, unless the context clearly indicates otherwise, the parties to this agreement, and "party" has a corresponding meaning.

1.1.7 "Proprietary Information" shall mean and refer to proprietary information as referred to in, and defined and contemplated by the recital clause of this Agreement (on page 1 above).

1.2. Unless inconsistent with the context, an expression which denotes the singular includes the plural, and vice versa, and any gender includes the other genders, and persons include natural and artificial persons/entities.

## 2. APPLICABILITY OF THIS AGREEMENT AND OTHER PROVISION

2.1 The terms and conditions of this Agreement shall govern the relationship between the parties in all circumstances, whether the parties enter into other contracts with third parties pursuant to this contract or not.

2.2 This Agreement shall solely govern the relationship between the parties, but it is expressly agreed that all conflicting trading terms and conditions whatsoever concluded in writing between, and signed, by the parties subsequent to this Agreement, whether or not such other terms and conditions contain a clause similar in meaning or intention to this Agreement and even if the other terms and conditions are apparently or in fact incorporated in this Agreement, shall not form part of or deemed to be incorporated in this Agreement.

2.3 Unless expressly contained herein, no warranties whether express or implied are to be construed as made by or on behalf of S and J Cargo unless contained in writing and signed by a duly authorised representative from /of S and J Cargo.

2.4 No variation, amendment nor cancellation by S and J Cargo of the terms and conditions of this Agreement, including this clause 2, are to be or shall be of any force or effect unless reduced to writing, in express terms, and signed by both parties. S and J Cargo may choose to retrospectively in its sole and absolute discretion ratify the signature of its representative if not duly authorized as aforesaid.



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### 3. OPERATIVE PROVISIONS

3.1. In consideration of the disclosure of Proprietary Information by S and J Cargo, the Receiving Party hereby agrees:

(i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials, information and details),

(ii) not to disclose (in any way, form or manner whatsoever) any such Proprietary Information or any information derived therefrom to any third person,

(iii) not to make any use (in whatsoever form or manner and howsoever), at any time whatsoever, of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and

(iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and subcontractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this Agreement and that shall be acceptable to S and J Cargo.

3.2. Without granting any right or license, the Disclosing Party agrees that the foregoing shall not apply with respect to any information after five years following the disclosure thereof or any information that the Receiving Party can document is or becomes (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee) generally available to the public, or

(ii) was in its possession or known by its prior to receipt from the Disclosing Party as evidenced in writing, except to the extent that such information was unlawfully appropriated, or

(iii) was rightfully disclosed to it by a third party, or

(iv) was independently developed without use of any Proprietary Information of the Disclosing Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and has allowed the Disclosing Party and/or a Client to seek a protective order.

3.3. Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

3.4. The Receiving Party understands that nothing herein

(i) requires the disclosure of any Proprietary Information or

(ii) requires the Disclosing Party to proceed with any transaction or relationship.

3.5. The Receiving Party further acknowledges and agrees that no representation or warranty, express or implied, is or will be made, and no responsibility or liability is or will be accepted by the Disclosing Party, or by



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any of its directors, members, officers, managers, employees, agents, sub-contractors and/or advisers, as to, or in relation to, the accuracy or the completeness of any Proprietary Information made available to the Receiving Party or its advisers; the Receiving Party is and shall be responsible for making its own evaluation of such Proprietary Information.

3.6. The failure of either party to enforce its rights under this Agreement, at any time and/or for any period and/or howsoever, shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall cede, assign, delegate, or transfer all or any part of its rights and/or obligations under this Agreement without the consent of the other Party, which consent shall not be unreasonably withheld or delayed. This Agreement may not be amended for any other reason without the prior written agreement of, and signed by, both Parties. Subject to clause 2.2, this Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

3.7. This Agreement shall be governed by the laws of the jurisdiction in which the Disclosing Party is located (or if the Disclosing Party is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive jurisdiction of the courts in the Territory.

## 4. WARRANTIES BY THE SUBCONTRACTOR

4.1 The Subcontractor irrevocably warrants that: -

4.1.1 The Subcontractor shall keep all Goods free from any liens or encumbrances whatsoever, including (without limitation) its own liens, howsoever arising and whether, without limitation, for general average / salvage which may be imposed on such Goods during the period that they are in its care, and shall in particular, but without prejudice to the generality of the foregoing, indemnify S and J Cargo against all consequences of the general average / salvage incident or any other incident whatsoever as a result of which the Goods may be subject to the lien or encumbrance.

4.1.2 The Subcontractor shall not withhold delivery for any reason whatsoever.

4.1.3 Any vehicle which it uses to perform its obligations in the terms of this Agreement is current, adequate, fully and properly maintained and/or operational and/or in proper working order, and, has full and valid comprehensive insurance, and that all of the necessary roadworthy certificates and any other permits and/or certificate and/or approvals which may be necessary or required for the vehicles or other means of carriage and/or the Services (as hereinafter referred to in clause 4.1.13) shall always be in place and fully in order and valid.

4.1.4 Any vehicle or other means of carriage which it provides shall be sound, reliable and in all respects fit for the transport of all the Goods in question, whether those Goods are dangerous or not.

4.1.5 The drivers of any of its vehicles are in possession of the necessary current and valid driving licences and permits and will not perform their duties while under the influence of any Illegal substance (including, without



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limitation, alcohol) which might lead to their judgement being impaired in any way whatsoever (notwithstanding the extent of such impairment).

4.1.6 It shall pay any fines or penalties levied by any authority or court in respect of any offence committed by any of its employees or arising from its vehicles breaching any law or regulation and that it will pay such fines or penalties immediately in order to prevent loss of time in transporting Goods. It hereby authorises S and J Cargo to fulfil any such obligation and deduct the same from amounts owing to the sub-contractor and/or claim the said amount from the sub-contractor.

4.1.7 It shall provide current and valid insurance in accordance with the provisions of Clause 7 herein below.

4.1.8 All information whatsoever given by, or on its behalf, to S and J Cargo is accurate and complete and it will inform S and J Cargo of any change in that information immediately.

4.1.9 It will inform S and J Cargo by telephone, email, social media network, or telefax as soon as possible of any breakdown, stoppage in transit, diversion, hijacking or abandonment of the vehicle or other means of carriage used, but no later than twelve (3) hours of such event or incident occurring.

4.1.10 Where the Subcontractor agrees to provide transport, it will remain absolutely responsible for transporting the Goods between the points designated by S and J Cargo, within the time stipulated by S and J Cargo and that the Subcontractor will do all things required to achieve this including, if required by S and J Cargo, arranging substitute transport at the Subcontractor's own cost and expense.

4.1.11 The employees of the Subcontractor will carry out their duties with utmost due diligence and reasonable care.

4.1.12 Any person undertaking to S and J Cargo to provide services (whatsoever) or the use of a vehicle, or giving information to S and J Cargo, for or on behalf of the Subcontractor is duly authorised to do so.

4.1.13 It will satisfy itself that the information supplied by S and J Cargo is sufficient to enable it to assess the appropriate service or transport arrangements which may be required in order to perform the services required to be performed by the Subcontractor by or for S and J Cargo (such services hereinafter referred to as the "Services").

4.1.14 The Subcontractor's employees, servants, agents and subcontractors shall not be under the influence of, nor use, possess, distribute or sell alcohol, illicit drugs or narcotics, nor pharmaceutical products for which they have no valid prescription while performing the Services or are in possession of the Goods or in the vicinity of the Goods.

4.1.15 The Subcontractor will immediately remove any person from its property or vehicle that it suspects of being under the influence of alcohol, narcotics or other mind-altering substance or substance which affects the proper and safe performance of the work in question. Such a person should only be permitted to return to work in question when the Subcontractor is satisfied, they have been free of the influence of the substance for at least 12 hours, or, sooner. On production of a valid medical certificate showing they are free from the influence of the substance.

4.1.16 The Subcontractor shall prohibit its employees, agents and subcontractors from using, possessing, selling, manufacturing, distributing, concealing or transporting on S and J Cargo or the Client's property



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(including moveable and immoveable property) any contraband, including, but not limited to, illegal firearms, ammunition, explosives, fireworks, weapons, and stolen goods).

4.1.17 The working environment of the Subcontractor shall comply with all applicable legislation and safety, health and environmental legislation and, in addition to which, the Subcontractor shall comply with all S and J Cargo and its Client's on-site health, safety and environmental regulations, requirements and/or policies, all of which the Subcontractor hereby warrants that it is familiar and conversant with .

4.1.18 The Subcontractor will comply with all service level agreements and service requirements between S and J Cargo and its Client and hereby agrees to be unconditionally and fully bound by such all service level agreements and service requirements. S and J Cargo shall specifically notify the Subcontractor of these specific requirements upon reasonable advance notice in writing.

4.1.19 The Subcontractor shall ensure that its employees, agents and subcontractors will at all times adhere to the highest ethical standards and that its employees, agents and subcontractors will at all times execute this Agreement in the utmost good faith and that its employees, agents and subcontractors will not embark upon any criminal acts of any nature whatsoever including but not restricted to the giving or accepting of bribes, financial reward or remuneration of any nature in order to fulfil its obligations. The Subcontractor shall have a peremptory obligation to notify S and J Cargo Enterprises of any breach of the contents of this clause whether the impropriety or unethical conduct emanates from its employees or S and J Cargo Enterprises employees or any other third party in order that S and J Cargo Enterprises may take the appropriate steps against the unethical conduct. Any of the Subcontractors' employees, agents or subcontractors who are found guilty of a violation of the contents of this clause shall be immediately dismissed by the Subcontractor alternatively removed from executing any duties of any nature whatsoever associated with this contract.

#### INDEMNITIES BY THE SUBCONTRACTOR

5.1 The Subcontractor hereby indemnifies S and J Cargo Enterprises in respect of any liability whatsoever caused by it or in respect of: -

5.1.1 Any claim whatsoever and howsoever arising brought by the Client or any third party in respect of non-collection, late collection, shortage, loss, late delivery, damage or non-delivery of the Goods or their delivery to the incorrect destination, together with all the consequential damages arising therefrom including pure economic loss if applicable.

5.1.2 Any offences committed by the Subcontractor or those he employs or controls together with fines or penalties arising therefrom.

5.1.3 The breach of any of its warranties given herein, without limiting the scope of any other indemnities herein.

5.1.4 Cancellation or withdrawal of transport of other Services it has agreed to supply.

5.1.5 Legal costs, on the attorney and own client scale, incurred by S and J Cargo Enterprises in choosing to seek legal advice regarding, or enforcing, or defending, any claims or charges in respect of any offences whatsoever which are held by a Court or competent Tribunal, or agreed, to have arisen or being perpetrated through the fault of the Subcontractor, its employees or those under its control, and/or arising from this Agreement or otherwise in law.



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5.1.6 All liabilities, forfeitures, penalties, costs and expenses arising from the Subcontractor's failure to fulfil its obligations in terms of the provisions of this Agreement and relating to in-bond removal of Goods and / or any violation of the Customs and Excise Rules and Regulations to the Customs and Excise Act 91 of 1984 as amended (and such Act itself).

## 6 . SUB-CONTRACTOR

6.1 The Subcontractor shall not, without the express written prior consent of S and J Cargo, subcontract any or all of its obligations to perform Services and/or in terms of and/or the implementation of this Agreement to any third party.

## 7. INSURANCE

7.1 The Subcontractor shall procure and maintain at least the following insurance:

7.1.1 "Public Liability" insurance in respect of any injury to any person or thing including but not restricted to public liability risks in respect of fire, collision, overturning and any other related matters to cover its potential liability with minimum cover of R1 000 000-00 (One Million South African Rand) per incident.

7.1.2 "Goods-in-Transit" insurance for each load on an All Risk basis to the value of not less than R1 000 000 (one million South African Rand).

7.1.3 "Transporters Liability" insurance cover adequate to cover its potential liability in terms of this Agreement, with a minimum of R1 000 000-00 (One Million South African Rand), per load, per incident.

7.2 The contractor shall exhibit the policies to S and J Cargo within three (3) working days after having being requested to do so in writing by S and J Cargo.

7.3 It shall be a term of any insurance obtained that the interest of S and J Cargo in the policy shall be endorsed thereon. The Subcontractor shall maintain payment of the insurance premium at all times.

7.4 The Subcontractor agrees that should it fail to produce the policies as aforesaid; S and J Cargo is hereby irrevocably authorized and directed to purchase the required insurance on behalf of the Subcontractor, and to set off the cost of doing so from any amount due by S and J Cargo to the Subcontractor.

## 8. FORCE MAJEURE

8.1 "Force majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which that party is incapable to prevent or provide against by the exercise of reasonable diligence including but not limited to Acts of God or public enemy, war or civil insurrection, terrorism, expropriations of facilities, changes in applicable law, unusually severe weather that could not be reasonably anticipated, fire, explosions or other catastrophes and strikes. Inability to pay debts or fines or financial hardship shall not, however, constitute force majeure.



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8.2 No delay or failure by the parties to perform their obligations under this Agreement shall constitute default if, and to the extent, the delay or failure to perform is caused by force majeure. However, the obligation to perform shall not be exonerated but only delayed until such time as the force majeure event or circumstances ceases. The Subcontractor shall inform S and J Cargo of any delay caused by force majeure and shall do all things reasonably possible to mitigate or remove majeure and shall resume performance of its obligations as soon as possible. In no case shall S and J Cargo become liable to the Subcontractor for force majeure and the Subcontractor hereby indemnifies S and J Cargo and the Client and hereby holds them harmless for any loss, damage or payments occasioned by the event.

## 9. NO UNAUTHORISED USE OF THE NAME OF S AND J CARGO OR THE CLIENT

9.1 Nothing expressly stated or implied in this Agreement shall entitle the Subcontractor to be, act or represent that it is the servant, agent, employee, or partner of the Client or S and J Cargo.

9.2 The Subcontractor shall not without the prior written consent of S and J Cargo and/or the Client use their names or trademarks in any advertising or communications to any party in any format except as necessary to perform the Services, and nor shall the Subcontractor make publicity releases or announcements using the said names or trademarks.

## 10. PRESERVATION OF DOCUMENTS

10.1 It is recorded and agreed that the Subcontractor shall preserve all documents and electronic records and data relating to the Services it provides for a period of 5 (five) years after the completion of the Services concerned, or termination of this Agreement, whichever occurs first.

10.2 S and J Cargo shall be entitled to have access of such documents and records during business hours upon giving prior written notice of one business day (that is, a day that is not a Saturday, Sunday or public holiday in the Republic of South Africa).

## 11. REMUNERATION

11.1 The Subcontractor shall be entitled to remuneration for its Services as agreed from time to time between it and S and J Cargo.

11.2 Neither S and J Cargo nor the Subcontractor shall involve the Client in a dispute between S and J Cargo and the Subcontractor regarding remuneration claimed by or owing to the Subcontractor.

## 12. NON-EXCLUSIVITY AND TERMINATION

12.1 This Agreement shall apply whenever S and J Cargo Enterprises engages the Services of the Subcontractor in relation to Goods emanating from the Client, but shall not entitle the Subcontractor to





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exclusivity or notice if S and J Cargo Enterprises chooses to terminate its Services.

12.2 Each appointment of the Subcontractor to perform Services on a long- or short-term basis shall be deemed a separate transaction to which this Agreement nevertheless applies.

### 13 . BREACH

13.1 If the Subcontractor breaches any service obligation in terms of this Agreement S and J Cargo Enterprises may suspend all payments due, or which become due, to the Subcontractor for as long as the Subcontractor remains in breach, without prejudice to any of S and J Cargo Enterprises' other rights, including, but not limited to, an amount equal to S and J Cargo's claim caused by that breach, without prejudice to the rights of either party to have the dispute referred to the Courts for final determination.

13.2 Without prejudice to all its other remedies under this Agreement or in Law, including the right to claim damages, S and J Cargo may immediately terminate the Services of the Subcontractor, if the Subcontractor: -

13.2.1 If the Subcontractor breaches any provision of this Agreement including but not limited to:

13.2.1.1 Failing to provide any of the Services within the deadline specified; or 13.2.1.2 Failing to comply with its warranties.

13.2.2 Fails to comply strictly with any legislation applicable to the Services;

13.2.3 Commits any act of fraud or dishonesty;

13.2.4 Breaches any provision of this Agreement on more than two (2) occasions in any period of four (4) consecutive months;

13.2.5 Breaches any other provision of this Agreement and fails to remedy such breach within fourteen (14) calendar days of receiving written notice from S and J Cargo Enterprises to do so;

13.2.6 Takes steps to liquidate or sequester itself, or is liquidated, whether voluntarily or compulsorily and whether provisionally or finally, or places itself under business rescue or administration;

13.2.7 Commits what would be an act of insolvency as defined in the insolvency Act No24 of 1936, as amended or replaced from time to time, if committed by a natural person; or

13.2.8 Has a final judgement or arbitration award granted against it and fails to satisfy such judgement or award within twenty-one (21) days of such judgement or award becoming final, where a "final judgement or award" is a judgement or award that is not or is no longer subject to appeal.

### 14 . APPLICABLE LAW AND JURISDICTION

14.1 This Agreement shall be governed by South African Law and the parties hereby submit to the non-exclusive jurisdiction of the High Court of South Africa, Durban Division, for the resolution of any disputes arising from or relating to this Agreement or between the parties hereto.



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SIGNED this .....day of.....in the year..... at.....

NAME \_\_\_\_\_ ID No. \_\_\_\_\_

\_\_\_\_\_

For and on behalf of S AND J CARGO (The signatory warranting his/her authority)

SIGNED this .....day of.....in the year..... at.....

NAME \_\_\_\_\_ ID No. \_\_\_\_\_

\_\_\_\_\_

For and on behalf of THE SUBCONTRACTOR (The signatory warranting his/her authority)



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### NEW TRANSPORTER APPLICATION

NAME : \_\_\_\_\_

TRADING NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_ CODE: \_\_\_\_\_

VAT REGISTRATION NO: \_\_\_\_\_ (supply copy of certificate)

TELEPHONE NO: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

CONTACT TEL NO: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CONTACT A/H : \_\_\_\_\_ CELL NO: \_\_\_\_\_

EMAIL: ACCOUNTS: \_\_\_\_\_ OPERATIONS: \_\_\_\_\_

TERMS OF PAYMENT: 30 DAYS \_\_\_\_\_ WEEKLY LESS 7.5% \_\_\_\_\_ 48HRS LESS 10%: \_\_\_\_\_ (On Submission of Complete set of P.O. D's)

NO OF TRUCKS: \_\_\_\_\_

#### INSURANCE DETAILS

BROKER: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ CONTACT TEL: \_\_\_\_\_

INSURANCE COMP: \_\_\_\_\_ POLICY No: \_\_\_\_\_

AMT COVER: \_\_\_\_\_ RENEWAL DATE: \_\_\_\_\_

#### BANKING DETAILS

BANK: \_\_\_\_\_

ACCOUNT NO.: \_\_\_\_\_

BRANCH CODE: \_\_\_\_\_

#### **NB. Documents to Attach to application form**

GIT Certificate. VAT Certificate. Copy of ID. Company Registration. Cancelled Cheque.

Copy of insurance policy. Copy BEE Certificate.

I/WE WARRANT THAT THE INFORMATION FURNISHED ABOVE IS TRUE AND CORRECT IN EVERY RESPECT. I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE STANDARD TRADING TERMS AND CONDITIONS ATTACHED HERETO AND AGREE THAT SUCH TERMS AND CONDITIONS SHALL BE BINDING UPON ME/US/THE COMPANY IN RESPECT OF ALL TRANSACTIONS ENTERED INTO NOW AND HEREAFTER BETWEEN MYSELF/OURSELVES THE COMPANY AND SMI BULK TRANSPORT CC.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ CAPACITY: \_\_\_\_\_

COMPANY STAMP:

#### **FOR OFFICE USE ONLY**

CHECKED BY \_\_\_\_\_ DATE \_\_\_\_\_

S AND CARGO ENTERPRISES ACC NO \_\_\_\_\_



### **List of Requirements from Sub Contractors:**

- Signed Agreement (*sc1*)
- Signed and Completed New Transporter Details (*sc2*)
- Company Registration Documents
- Confirmation of Insurance
- Identity Document of Member
- Proof of Address
- Proof of Bank Details
- BEE Certificate
- Confirmation of Bank Details – Letter from Bank or Cancelled Cheque
- Tax Clearance Certificate

## UNILATERAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT ("Agreement") is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **S & J CARGO ENTERPRISE** ("Owner"), and \_\_\_\_\_ ("Transporter").

WHEREAS, Transporter has agreed not to disclose, divulge, or communicate, to any person or entity, any Confidential Information.

NOW, THEREFORE, in consideration of the terms, covenants and conditions described herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. CONFIDENTIAL INFORMATION.** As used in this Agreement, "Confidential Information" means all non-public information related to the Business, including without limitation, financial information, technical information, marketing information, cost information, sales information, customer information, operating information, product information, all documents, reports, plans, formulas, compilations, devices, techniques, data, materials, methods, processes, sources, and any other information, however described, which is, or could be, valuable in the type of business in which Owner is engaged. Owner makes no representation or warranty with respect to any Confidential Information provided to Recipient. Recipient shall not have any ownership rights or license with respect to any Confidential Information, and shall not use any Confidential Information for its benefit without Owner's prior written consent.

**2. COVENANT NOT TO DISCLOSE.** Transporter covenants and agrees that Transporter, its owners, managers, agents, employees, consultants and representatives will not disclose, divulge, communicate or confirm to any person or entity, for any purpose or reason whatsoever, any Confidential Information, without the prior written consent of Owner. The foregoing parties shall only receive such Confidential Information as reasonably necessary for the purpose set forth above, and shall agree to maintain confidentiality in accordance with terms no less protective than those set forth in this Agreement. All such information shall be deemed confidential, sensitive and valuable, shall be used solely for the purpose set forth above, and shall not at any time, in any manner, be used for any other purpose. The covenants and restrictions described herein shall apply to the extent that the Confidential Information (i) is not otherwise made public by Owner, (ii) is not already a matter of public information, or (iii) is not requested in the context of a subpoena or records request in connection with a lawsuit; provided that in the case of such a request, Transporter shall give adequate notice to Owner that such Confidential Information has been requested in connection with a lawsuit and shall allow Owner to enter into such proceedings for the purpose of protecting against disclosure of such Confidential Information. If a party claims to have known any such Confidential Information prior to disclosure, that party shall have the burden of proof of such prior knowledge. This Agreement and the non-disclosure covenant set forth herein shall terminate upon written notice of termination from Owner to Transporter. The Transporter shall not contact the client/s directly or indirectly for any reasons whatsoever, breaching this will cause severe penalties for the Transporter.

**3. INJUNCTIVE RELIEF.** The parties recognize that irreparable injury will result to the Owner and others in the event of a breach of this Agreement, and that this covenant not to disclose is an inducement to the Owner to disclose the information contemplated hereunder. It is hereby agreed that in the event of a breach, Owner shall be entitled, in addition to any other remedies and damages available at law or in equity, to an injunction to restrain the violation thereof by Transporter, or Transporter's owners, managers, agents, employees, consultants and representatives, and all other persons acting for or in concert with Transporter.

**4. GENERAL PROVISIONS.** This Agreement shall be governed by the laws of the State in which the principal office of the Business is located, which is the State of South Africa. If a dispute arises with regard to this Agreement, Recipient agrees that it shall be subject to personal jurisdiction in such State, and that venue shall be proper in such State. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement, all costs and expenses of the prevailing party in such proceeding, including reasonable attorney's fees, shall be paid by the non-prevailing party. This Agreement will inure to the benefit of and be binding upon the parties, their successors and expressly permitted assigns. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement may be signed in counterparts and delivered by PDF or other electronic means, which, taken together, shall constitute an original, binding agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

**OWNER:** \_\_\_\_\_ **RECIPIENT:** \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

Name (print):

Company: \_\_\_\_\_

Title: \_\_\_\_\_

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

Name (print):

Company: \_\_\_\_\_

Title: \_\_\_\_\_

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