

# STANDARD TRADING TERMS AND CONDITIONS

CASS Solutions Group (Pty) Ltd

*"Excellence is an Attitude"*

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## PREAMBLE

These Standard Trading Terms and Conditions ("Terms") govern all business transactions, contracts, and engagements entered into by CASS Solutions Group (Pty) Ltd ("CASS Solutions" or "the Company") with its clients and counterparties ("the Client"). These Terms apply to all three business divisions of CASS Solutions Group, namely: CASS Technical Services, CASS Solutions Academy, and CASS Student Accommodation, unless otherwise specified in a separate written agreement.

By engaging with CASS Solutions Group — whether through the acceptance of a quotation, signing of a service agreement, enrolment in a training programme, or occupancy of student accommodation — the Client confirms unconditional acceptance of these Terms.

## 1. DEFINITIONS

In these Terms, unless the context otherwise requires, the following definitions shall apply:

"Company" / "CASS"	CASS Solutions Group (Pty) Ltd, Registration No: 2022/736579/07, including all its divisions and authorised representatives.
"Client"	Any individual, company, organisation, or institution that engages the Company for any service, training, or accommodation.
"Agreement"	Any written service agreement, quotation accepted by the Client, purchase order, enrolment form, or lease agreement entered into between the Company and the Client.
"Services"	Technical engineering services, diagnostic and repair services, training programmes, skills gap assessments, and student accommodation services provided by the Company.
"Quotation"	A formal written document issued by the Company specifying the scope, pricing, and terms applicable to a specific engagement.
"Invoice"	A formal request for payment issued by the Company upon delivery or agreed milestone of Services.
"Force Majeure"	Any event beyond the reasonable control of either party including but not limited to acts of God, war, civil unrest, pandemic, government action, or natural disaster.
"Intellectual Property"	All training materials, technical reports, curricula, assessments, methodologies, software, and any other proprietary content developed or owned by CASS Solutions Group.
"Working Days"	Monday to Friday, excluding South African public holidays.

## 2. QUOTATIONS AND ACCEPTANCE

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2.1 All quotations issued by CASS Solutions Group are valid for a period of 30 (thirty) calendar days from the date of issue, unless otherwise stated in writing.

2.2 A quotation does not constitute a binding agreement. An Agreement is only formed upon the Client's written acceptance of the quotation (via email, signed quotation, or purchase order) and confirmation by the Company.

2.3 Any changes to the scope of work after acceptance of a quotation must be agreed to in writing by both parties. CASS Solutions reserves the right to issue a revised quotation for any scope amendments.

2.4 Verbal acceptance of a quotation shall not be binding unless confirmed in writing within 3 (three) working days.

2.5 CASS Solutions reserves the right to withdraw or amend a quotation prior to formal written acceptance by the Client.

## 3. PRICING AND PAYMENT TERMS

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3.1 All prices quoted are exclusive of Value Added Tax (VAT) unless expressly stated otherwise. VAT will be charged at the prevailing rate as determined by South African Revenue Service (SARS).

3.2 Unless otherwise agreed in writing, payment terms are as follows:

- Technical Services: 50% deposit upon acceptance of quotation; balance payable within 30 days of invoice date.
- Training Programmes: Full payment required prior to commencement of training unless a formal payment plan is agreed in writing.
- Student Accommodation: As per individual lease agreement terms.

3.3 Invoices are payable within 30 (thirty) days of the invoice date unless alternative terms are stipulated in the Agreement.

3.4 CASS Solutions reserves the right to charge interest on overdue amounts at a rate of 2% per month (compounded) or the maximum rate permissible under the National Credit Act, whichever is the lesser.

3.5 All banking details for payment will be communicated via official Company letterhead or verified email correspondence. The Company accepts no liability for payments made to fraudulent banking details provided by third parties. Clients are encouraged to verify banking details telephonically before any transfer.

3.6 CASS Solutions reserves the right to suspend or withhold Services where payment is outstanding beyond the agreed terms.

## 4. DELIVERY AND PERFORMANCE OF SERVICES

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4.1 CASS Solutions will use all reasonable efforts to deliver Services within agreed timeframes. All delivery dates are estimates and not guarantees, unless expressly agreed in a signed Service Level Agreement (SLA).

4.2 Delivery timelines may be affected by factors outside the Company's control including equipment availability, access restrictions, Client delays, or Force Majeure events. The Company will notify the Client promptly of any anticipated delays.

4.3 The Client is responsible for ensuring that the site, equipment, and personnel are accessible and prepared for the commencement of Services as agreed. Any delay caused by the Client's failure to provide access or required prerequisites may result in additional costs chargeable to the Client.

4.4 For training services, the Client must ensure that the specified number of participants is maintained per cohort. Significant reductions in participant numbers that affect the financial viability of the programme may result in a revised pricing structure.

## 5. TECHNICAL SERVICES — SPECIFIC TERMS

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- 5.1 CASS Solutions' diagnostic and repair services are performed by qualified dual-trade technicians. All work is carried out to OEM specifications where applicable.
- 5.2 A condition report or technical assessment may be required prior to commencement of repair work. The findings of such an assessment will be presented to the Client for approval before proceeding.
- 5.3 CASS Solutions will not be held responsible for pre-existing defects, damage, or deterioration of equipment that is discovered during the course of a repair and that was not caused by the Company's work.
- 5.4 All recommended repairs must be authorised in writing by the Client before commencement. CASS Solutions accepts no liability for damage or losses arising from Client's refusal to authorise recommended repairs.
- 5.5 Parts and consumables used during repairs are subject to additional cost and will be itemised in the relevant invoice. The Company will use OEM or approved equivalent parts unless the Client specifies otherwise in writing.
- 5.6 Field service callout fees are applicable for on-site services and will be communicated in the quotation. Travel time and accommodation costs for remote locations will be charged to the Client as agreed.

## 6. TRAINING SERVICES — SPECIFIC TERMS

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- 6.1 All training programmes are delivered in accordance with the CASS Solutions Academy curriculum, which is aligned to OEM standards and industry best practices.
- 6.2 Training venues, equipment, and resources must be provided by the Client (for on-site training) unless a specific all-inclusive package has been quoted and agreed upon.
- 6.3 Class sizes are limited to a maximum of 12 (twelve) participants per cohort to ensure quality of instruction and adequate hands-on time per participant.
- 6.4 Minimum cohort sizes may apply. Training sessions with fewer participants than the agreed minimum may be rescheduled or cancelled at the discretion of CASS Solutions. Cancellation fees may apply as per Clause 8.
- 6.5 Certificates of competence, completion certificates, or assessment results will only be issued upon full payment of all outstanding fees.
- 6.6 The Company reserves the right to remove any participant from a training programme for disruptive behaviour, failure to comply with safety regulations, or non-compliance with programme requirements. No refund shall be issued in such circumstances.
- 6.7 Assessment results and competency certifications remain the intellectual property of CASS Solutions Academy and are issued subject to the relevant quality assurance framework.

## 7. STUDENT ACCOMMODATION — SPECIFIC TERMS

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- 7.1 Accommodation services at 21A Scholtz Street, Universitas, Bloemfontein are exclusively available to registered students of the University of the Free State (UFS).
- 7.2 Occupancy is subject to the execution of a separate written Lease Agreement between the student/guardian and CASS Solutions Group. The Lease Agreement shall incorporate these Terms by reference.
- 7.3 A refundable security deposit, equivalent to one month's rental, is payable upon signing of the Lease Agreement. The deposit will be refunded within 14 (fourteen) working days of vacating, subject to an inspection and deduction of any damages.
- 7.4 Residents must comply with all house rules, security protocols, and applicable university regulations. Failure to comply may result in early termination of the lease agreement.
- 7.5 CASS Solutions Group is not responsible for loss, theft, or damage to personal property of residents unless caused by gross negligence of the Company.
- 7.6 The Company reserves the right to terminate occupancy with reasonable notice in the event of non-payment, misconduct, or breach of the Lease Agreement.

## 8. CANCELLATIONS AND REFUNDS

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8.1 Cancellations must be communicated in writing to CASS Solutions at [info@cass-solutions.co.za](mailto:info@cass-solutions.co.za) with reference to the relevant quotation, invoice, or agreement number.

8.2 The following cancellation policy applies:

Notice Period	Cancellation Fee
14 or more working days before commencement	No cancellation fee. Any deposit paid will be refunded in full.
7 to 13 working days before commencement	25% of the total quoted value will be retained as a cancellation fee.
3 to 6 working days before commencement	50% of the total quoted value will be retained as a cancellation fee.
Less than 3 working days / No-show	100% of the total quoted value will be charged. No refund will be issued.

8.3 CASS Solutions reserves the right to cancel or reschedule any service engagement due to Force Majeure, insufficient participant numbers, or operational exigency. In such cases, the Client will be notified as soon as reasonably practicable and a full refund or rescheduling option will be offered.

## 9. INTELLECTUAL PROPERTY

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9.1 All training materials, curricula, assessments, technical reports, presentations, methodologies, templates, and any other content created or provided by CASS Solutions Group remain the exclusive intellectual property of the Company.

9.2 The Client is granted a non-exclusive, non-transferable licence to use training materials solely for internal use by the participants enrolled in the relevant programme. Reproduction, resale, modification, or redistribution of any Company materials is strictly prohibited without prior written consent.

9.3 Any custom training programmes or materials developed specifically for a Client remain the intellectual property of CASS Solutions unless otherwise agreed in writing with specific assignment of rights.

## 10. CONFIDENTIALITY

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10.1 Both parties agree to keep confidential all non-public information, data, trade secrets, and business strategies disclosed during the course of the engagement.

10.2 Confidential information shall not be disclosed to any third party without prior written consent, except as required by law or regulatory authority.

10.3 This obligation of confidentiality survives the termination or completion of the Agreement and remains binding for a period of 3 (three) years thereafter.

## 11. LIABILITY AND INDEMNITY

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11.1 CASS Solutions shall not be liable for any indirect, special, or consequential loss or damage of any nature arising from the provision of Services, except in cases of gross negligence or wilful misconduct.

11.2 The Company's aggregate liability to any Client in respect of any single claim or series of related claims shall not exceed the total value of the fees paid by the Client for the specific Service giving rise to the claim.

11.3 The Client indemnifies CASS Solutions against any claims, costs, damages, or losses arising from: (i) the Client's misuse of services or materials; (ii) inaccurate information provided by the Client; (iii) the Client's failure to implement recommended repairs or safety procedures; or (iv) any third-party claims arising from the Client's operations.

11.4 CASS Solutions maintains appropriate professional indemnity and public liability insurance. Proof of insurance is available upon request.

## 12. HEALTH, SAFETY AND ENVIRONMENT

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12.1 CASS Solutions is committed to maintaining the highest standards of occupational health, safety, and environmental compliance. All field technicians are trained in and adhere to applicable safety regulations.

12.2 The Client is responsible for ensuring that any worksite made available to CASS Solutions technicians or trainers complies with the Occupational Health and Safety Act, 85 of 1993 (as amended) and all applicable site-specific safety requirements.

12.3 CASS Solutions reserves the right to stop any work activity if conditions are deemed unsafe. No penalty or liability shall attach to the Company for delays resulting from a safety stoppage.

12.4 Any incidents or near-misses occurring during the course of services rendered by CASS Solutions shall be reported and investigated in accordance with applicable legislation.

## 13. DISPUTE RESOLUTION

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13.1 In the event of any dispute arising out of or in connection with these Terms or any Agreement, the parties shall first attempt to resolve the dispute amicably through good-faith negotiation within 15 (fifteen) working days of written notice of the dispute.

13.2 If the dispute is not resolved through negotiation, the parties shall submit the matter to mediation under the auspices of a mutually agreed mediator or the Arbitration Foundation of Southern Africa (AFSA).

13.3 Should mediation fail, the dispute shall be referred to binding arbitration in accordance with the AFSA rules. The arbitration shall be conducted in English in Bloemfontein, Free State, unless otherwise agreed.

13.4 Notwithstanding the above, CASS Solutions retains the right to approach a court of competent jurisdiction for urgent interim relief or for the recovery of undisputed outstanding amounts.

## 14. GOVERNING LAW AND JURISDICTION

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14.1 These Terms and all Agreements between the parties shall be governed by and construed in accordance with the laws of the Republic of South Africa.

14.2 The parties consent to the jurisdiction of the High Court of South Africa, Free State Division, Bloemfontein, in the event that court proceedings become necessary.

## 15. FORCE MAJEURE

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15.1 Neither party shall be liable to the other for any failure or delay in performing its obligations under these Terms where such failure or delay is caused by a Force Majeure event.

15.2 The party affected by a Force Majeure event shall notify the other party in writing within 5 (five) working days of the event's occurrence and shall take all reasonable steps to mitigate the effects thereof.

15.3 If a Force Majeure event persists for more than 30 (thirty) days, either party may terminate the Agreement without penalty upon 10 (ten) days' written notice.

## 16. AMENDMENTS TO THESE TERMS

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16.1 CASS Solutions Group reserves the right to amend these Terms at any time. The most current version will be made available upon request and will apply to all new engagements from the date of amendment.

16.2 No amendment to these Terms by the Client shall be binding unless agreed to in writing by an authorised representative of CASS Solutions Group.

## 17. GENERAL PROVISIONS

17.1 Entire Agreement: These Terms, together with any signed Agreement or accepted Quotation, constitute the entire agreement between the parties and supersede all prior negotiations, representations, and agreements.

17.2 Severability: If any provision of these Terms is found to be invalid, unlawful, or unenforceable, it shall be severed without affecting the validity or enforceability of the remaining provisions.

17.3 Waiver: No waiver of any provision of these Terms shall be effective unless made in writing. The failure by either party to enforce any provision shall not constitute a waiver of that party's rights.

17.4 Cession and Assignment: The Client may not cede or assign any rights or obligations under an Agreement without the prior written consent of CASS Solutions Group.

17.5 Electronic Communications: Both parties agree that electronic communications (email) constitute valid written communication for the purposes of these Terms, provided the communication can be reasonably attributed to an authorised representative of the sender.

17.6 Notices: All formal notices must be addressed to: info@cass-solutions.co.za or by registered post to 252 Stanbury Road, Boksburg, Gauteng 1459, South Africa.

### CLIENT ACKNOWLEDGEMENT OF TERMS

By signing below or by accepting a quotation, purchase order, enrolment form, or lease agreement from CASS Solutions Group (Pty) Ltd, the Client confirms that they have read, understood, and agree to be bound by these Standard Trading Terms and Conditions in their entirety.

Client Name: \_\_\_\_\_

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

Title / Designation: \_\_\_\_\_

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

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

Stamp (if applicable): \_\_\_\_\_