



ASM SAFETY CONSULTANTS (PTY) LTD

TERMS & CONDITIONS

1. INTRODUCTION

All transactions between the Client and ASM Safety Consultants (“ASM”) are subject to these Terms and Conditions, together with any approved quotation, proposal, or service agreement.

Quotes are based on event location, duration, scope, risk level, and size.

2. SCOPE OF SERVICES

2.1 ASM provides professional health, safety, and compliance consultancy services as agreed in writing.

2.2 Our services include, but are not limited to: Event safety planning and compliance management

- Risk assessments and hazard identification
- Legal compliance audits and guidance
- Safety file compilation and documentation
- Venue and infrastructure inspections
- Emergency planning and evacuation strategies
- Crowd management planning
- Contractor and vendor compliance management
- On-site safety officers and monitoring
- Incident investigation and reporting
- QHSE systems development and implementation

2.3 ASM may recommend or source third-party service providers (e.g. security, medics, traffic control, fire services, equipment suppliers).



2.4 (IMPORTANT)

Such third-party services:

- **Do NOT form part of ASM's direct service offering**
- Remain the **Client's responsibility**
- May only be included if **explicitly requested and confirmed in writing by ASM**

3. THIRD-PARTY SERVICE PROVIDERS

3.1 ASM may assist in obtaining quotations from third-party providers.

3.2 The Client retains full responsibility for:

- Selection
- Appointment
- Payment
- Performance of all third-party service providers

3.3 ASM shall **not be held liable** for:

- Non-performance
- Negligence
- Delays
- Service failures

of any third-party providers.



4. FEES, PAYMENT & FINANCIAL TERMS

4.1 All fees will be outlined in an official quotation or proposal.

4.2 A **50% non-refundable deposit** is required **before any work commences**

- The **remaining balance must be paid no later than 5 working days prior to:**
 - The start of an event, OR
 - Finalisation of any service

4.3 Failure to meet payment deadlines may result in:

- Suspension of services
- Withdrawal from the project
- Cancellation of support

4.4 ASM is **not responsible for any payments to government entities**, including but not limited to:

- Municipal permits
- Fire department fees
- Safety approvals
- Licensing costs

These costs:

- ✓ Are **NOT included in ASM quotations**
- ✓ Remain the **Client's responsibility at all times**

4.5 Payment is only deemed received when funds reflect in ASM's account.

4.6 No withholding of payment is permitted due to:

- Delays in approvals
- Permit issues
- Third-party failures

unless legally established.



4.7 Any changes to scope after approval will incur **additional charges**.

5. APPOINTMENT & ACCEPTANCE

5.1 No work will commence unless ALL of the following are received:

- ✓ Signed quotation
- ✓ Signed Terms & Conditions
- ✓ Official appointment letter from the Client
- ✓ Deposit payment

5.2 Failure to provide the above releases ASM from any obligation to deliver services.

6. CLIENT RESPONSIBILITIES

The Client must:

- Provide accurate, complete, and timely information
- Ensure all contractors comply with safety requirements
- Implement ASM recommendations
- Meet all legal and regulatory obligations

7. LIABILITY & INDEMNITY

7.1 ASM will exercise due care but does **not guarantee elimination of all risks**.

7.2 The Client indemnifies ASM against all claims arising from:

- Third-party service providers
- Failure to follow safety recommendations
- Incomplete or incorrect information provided
- Events beyond ASM's control

7.3 ASM's liability is limited to the **value of the fees paid for the specific service**.



8. EVENT COMPLIANCE DISCLAIMER (NEW – IMPORTANT)

ASM provides guidance and documentation to assist with compliance, however:

- Final approvals are issued by authorities
- Compliance depends on Client execution and third parties

ASM **cannot be held liable for:**

- Event cancellations
- Permit rejections
- Authority decisions

9. TERMINATION

If services are cancelled:

- Deposit remains non-refundable
- Work completed will be billed in full

10. CONFIDENTIALITY

All client information will be treated as confidential unless required by law.

11. GOVERNING LAW

This agreement is governed by the laws of **South Africa**, including the:

- Safety at Sports and Recreational Events Act, 2010



12. FORCE MAJEURE

ASM is not liable for delays or failure due to:

- Natural disasters
- Government actions
- Strikes
- Power failures
- Unforeseen circumstances

13. ENTIRE AGREEMENT

This document, together with any quotation or agreement, constitutes the full agreement between parties.

14. ACCEPTANCE

By engaging ASM Safety Consultants, the Client confirms acceptance of these Terms.

Client Name: _____

Signature: _____

Date: _____

ASM Representative: _____

Signature: _____

Date: _____