

Draft 1

DRAFT - NOT FOR SIGNATURE



CO-OPERATION AGREEMENT

between

[]

and

[]

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1 CO-OPERATION AGREEMENT

2

3 between

4

5 []

6

7 and

8

9 []

10

11

12 1 INTERPRETATION

13

14 In this agreement, clause headings are for convenience and shall not be used
15 in its interpretation and, unless the context clearly indicates a contrary
16 intention, -

17

18 1.1 an expression which denotes -

19

20 1.1.1 any one gender includes the other genders;

21

22 4-21.1.2 a natural person includes an artificial person (and vice versa);

23

24 1.1.3 the singular include the plural (and vice versa);

25

26 1.2 the following expressions shall bear the following meanings and
27 related expressions shall bear corresponding meanings) -

28

29 1.2.1 "AFSA" - the Arbitration Foundation of Southern Africa or its
30 successor-in-title;

31

32 1.2.2 "agreement" – this agreement together with all of its
33 annexures, if any, as amended in writing from time to time;

34

35 1.2.3 "business" - [DESCRIPTION OF THE MEDICAL PRACTICE];

- 1
- 2 1.2.4 "business day" - any day other than a Saturday, Sunday or
3 official public holiday in South Africa; [FURTHER
4 INSTRUCTIONS TO BE PROVIDED ON WHETHER THE
5 MEDICAL PRACTITIONERS ARE GOING TO WORK ON
6 WEEKENDS AND PUBLIC HOLIDAYS]
- 7
- 8 1.2.5 "business hours"- 09h00 until 13h00 and 14h00 until 17h30
9 on business days; [CONFIRM BUSINESS HOURS]
- 10
- 11 1.2.6 "emergency service"- [describe the emergency service
12 provided by business]
- 13
- 14 1.2.7 "facilities" – those facilities to be commonly used by the
15 parties as listed in annexure A hereto;
- 16
- 17 1.2.8 "individual party(ies)"- any one of [] or []
18 individually;
- 19
- 20 1.2.9 "individual rooms"- those rooms which are specifically
21 designated to the individual parties in accordance with
22 annexure C;
- 23
- 24 1.2.10 "normal service"- [describe the normal service provided
25 by business]
- 26
- 27 1.2.11 "other parties"- means the other of the parties excluding the
28 individual party;
- 29
- 30 ~~1.2.2~~ 1.2.12 "parties" – collectively [] and [] [THE
31 NAMES OF THE MEDICAL PRACTITIONERS TO BE
32 INSERTED];
- 33
- 34 1.2.13 "property" – [DESCRIBE PROPERTY] subject to a lease
35 agreement, annexed hereto as annexure B, concluded

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- 1 between [] and [], dated [], to be
2 used by the parties in the performance of the terms of this
3 agreement. The property shall be divided by the parties in
4 accordance with the floor plan annexed hereto as annexure C;
5
- 6 1.2.14 "services" – those services to be shared by the parties as
7 listed in annexure D hereto;
8
- 9 1.2.15 "signature date" – date of signature of this agreement by the
10 signatory which signs last in time;
11
- 12 1.2.16 "South Africa" – the Republic of South Africa;
13
- 14 1.3 any reference to any statute, regulation or other legislation shall be a
15 reference to that statute, regulation or other legislation as at the
16 signature date, and as amended or re-enacted from time to time;
17
- 18 1.4 if any provision in a definition a substantive provision conferring rights
19 or imposing obligations on any party, then, notwithstanding that it is
20 only in a definition, effect shall be given to that provision as if it were a
21 substantive provision in the body of this agreement;
22
- 23 1.5 where any terms is defined within a particular clause, other than this
24 1, that term shall bear the meaning as described to it in that clause
25 whenever it is used in this agreement;
26
- 27 1.6 where any number of days to be calculated from a particular day,
28 such number shall be calculated as excluding such particular day and
29 commencing on the next day. If the last day of such number so
30 calculated falls on a day which is not a business day, the last day
31 shall be deemed to be the next succeeding day which is a business
32 day; **[DEPENDS ON THE BUSINESS DAYS OF THE PARTIES]**
33

1 1.7 any reference to days (other than a reference to business days)
2 months or years shall be a reference to calendar days, months or
3 years, as the case may be;

4
5 1.8 any term which refers to a South African legal concept or process (for
6 example, without limiting the foregoing, winding-up or curatorship)
7 shall be deemed to include a reference to the equivalent or analogous
8 concept or process in any other jurisdiction in which this agreement
9 may apply or to the laws of which a party may be or become subject;

10
11 1.9 the use of the word "including" followed by a specific example/s shall
12 not be construed as limiting the meaning of the general wording
13 preceding it and the *eiusdem generis* rule shall not be applied in the
14 interpretation of such general wording or such specific example/s;

15
16 1.10 the terms of this agreement having been negotiated, the *contra*
17 *proferentem* rule shall not be applied in the interpretation of this
18 agreement.

19
20 2 **RECORDAL**

21
22 2.1 It is recorded that -

23
24 2.1.1 the parties have agreed to formally co-operate with each other
25 in sharing common facilities and services in order to provide
26 an efficient and cost effective healthcare service to each of
27 their clients on the terms and conditions as set out in this
28 agreement.

29
30 2.1.2 the parties shall practice for their own individual accounts and
31 shall not share or participate, in any manner, in their individual
32 practice profits or losses.

33
34 2.1.3 this agreement does not constitute a joint venture nor a
35 partnership between the parties;

1

2 3 **COMMENCEMENT AND DURATION**

3

4 This agreement shall commence on the signature date and shall continue
5 thereafter for an indefinite period unless terminated in accordance with 11.

6

7 4 **CO-OPERATION**

8

9 4.1 The parties shall co-operate with each other in order to provide an
10 efficient and cost effective healthcare service to each of their clients.

11

12 4.2 By agreement between the parties -

13

14 4.2.1 the facilities to be shared between the parties are those listed
15 in annexure A hereto; and

16

17 4.2.2 the services to be shared between the parties are those listed
18 in annexure D hereto;

19

20 4.3 **Costs**

21

22 4.3.1 The costs of the shared facilities and services shall be shared
23 between the parties equally.

24

25 4.3.2 **[NOTE: PARTIES SHOULD RECORD THE COST SHARING
26 WHETHER EQUAL OR ON A PRO RATA BASIS]**

27

28 4.3.3 Payment of the costs by the parties shall be effected as
29 follows:

30

31 4.3.3.1 [];

32

33 4.3.3.2 [].

34

35 4.4 **Emergency services**

1
2 4.4.1 The parties agree that they will provide emergency services for
3 their patients outside of business hours. The parties will
4 provide such services on a rotational basis as agreed between
5 the parties from time to time in writing.
6

7 4.5 **Leave**

8
9 4.5.1 The parties agree that should any one of the individual parties
10 take annual or sick leave ("**leave individual**"), the other of the
11 parties shall provide both normal and emergency services to
12 the leave individual's patients during the leave individual's
13 absence from the business.
14

15 4.5.2 The individual party, who provides the normal or emergency
16 service to the leave individual's patient in accordance with
17 4.5.1, shall be re-imbursed for the services so provided to the
18 patient by the leave individual within 14 days after the
19 individual party invoicing the leave individual.
20

21 4.5.3 Should the leave individual be absent from the business in
22 excess of [] days per annum, the other of the parties
23 shall be entitled to demand in writing from the leave individual
24 that the leave individual employ, within 7 days of receipt of the
25 written demand, a locum to administer the leave individual's
26 practice until the leave individual returns.
27

28 4.5.4 Should the leave individual fail and/or refuse to employ a
29 locum in accordance with 4.5.3, the other parties shall be
30 entitled to employ a locum to administer the leave individual's
31 practice at the leave individual's expense.
32

33 5 **USE OF PROPERTY, FURNITURE AND EQUIPMENT**

34
35 5.1 **Property**

1
2 5.1.1 The parties have read the lease agreement annexed hereto as
3 annexure B and agree to be bound by the terms and
4 conditions stated therein.

5
6 5.1.2 The property shall be divided between the parties as provided
7 for in the floor plan annexed hereto as annexure C.

8
9 5.1.3 The parties shall have access to all the common areas and
10 their individual rooms only.

11
12 5.1.4 **[PARTIES SHOULD SPECIFY WHETHER ACCESS TO THE
13 PROPERTY OR PART THEREOF IS LIMITED TO CERTAIN
14 TIMES OR TO CERTAIN PEOPLE OR STAFF]**

15
16 5.1.5 The property shall be used by the parties for the purposes of
17 the business and all business incidental and ancillary thereto
18 and in accordance with the terms of the lease agreement
19 annexed hereto marked B, and for no other purpose
20 whatsoever.

21
22 5.2 **Furniture and equipment**

23
24 5.2.1 The parties, in the utmost good faith, shall use the furniture
25 and equipment for the purposes that it is intended and for no
26 other purpose whatsoever.

27
28 5.2.2 **[PARTIES SHOULD SPECIFY ANY SPECIFIC
29 REQUIREMENTS FOR FURNITURE AND EQUIPMENT AND
30 THERE USAGE, IF ANY]**

31
32 6 **CO-OPERATION MANAGEMENT COMMITTEE**

33

- 1 6.1 The implementation and day-to-day management of the matters
2 contemplated herein shall vest in the co-operation management
3 committee ("the committee").
4
- 5 6.2 Subject to 6.1, the committee shall constitute of [] members
6 to be appointed as follows -
7
- 8 6.2.1 [] to be appointed by [];
9
- 10 6.2.2 [] to be appointed by [].
11
- 12 6.3 All decisions relating to issues forming the subject matter of this
13 agreement, including but not limited to, the rental of the property and
14 the use of the facilities and services shall be taken at meetings of the
15 committee at which a quorum is present.
16
- 17 6.4 A quorum for meetings of the committee shall be []
18 members.
19
- 20 6.5 If no quorum is present at any meeting of the committee, the meeting
21 shall be adjourned to a date seven days later, at the same time and
22 venue, or if that day is a Saturday, Sunday or public holiday, to the
23 next succeeding business day and if, at such adjourned meeting a
24 quorum is not present within fifteen minutes from the time of the
25 meeting, the committee members present shall constitute a quorum.
26
- 27 6.6 At all meetings of the committee each member shall have one vote.
28
- 29 6.7 No resolution of the committee shall be effective unless the members
30 of the committee required to be present at a meeting to constitute a
31 quorum shall have voted in favour thereof.
32
- 33 6.8 A resolution signed by all persons required to be present at a
34 committee meeting to constitute a quorum shall be valid and effective
35 as if it had been adopted by a duly convened committee meeting.

1
2 6.9 The chairman at committee meetings shall be appointed by the
3 committee and shall not have a casting or second vote.
4

5 6.10 If a deadlock occurs at a meeting of the committee, or should the
6 parties disagree as to whether or not a decision needs to be approved
7 by the committee, any party shall be entitled to require such deadlock
8 to be resolved in accordance with the provisions of 11.
9

10 7 **RESTRAINT**

11
12 7.1 For the purpose of this clause 7 the terms -

13
14 7.1.1 "**restraint area**" shall mean any area/s within a radius of two
15 (2) kilometres from the property where the parties conduct
16 business;
17

18 7.1.2 "**restrained business**" shall mean the business.
19

20 7.2 The parties undertake to each other that they will not whilst a party to
21 this agreement and for a period of one year from the date on which
22 they are no longer a party to this agreement for whatever reason,
23 either directly or indirectly, and whether as principal, agent, partner,
24 shareholder, member, director, employee, consultant, representative,
25 financier or in any other capacity whatever be engaged in, or be
26 associated with or interested in any firm, business, company, close
27 corporation, trust or other association or entity situate within the
28 restraint area and which is similar to the restrained business or
29 themselves conduct the restrained business.
30

31 7.3 The parties further undertake to each of them that they will not, whilst
32 a party to this agreement or for a period of two years after they are no
33 longer a party to this agreement for whatever reason, either directly or
34 indirectly and whether for themselves or on behalf of any third party

- 1 whatever, encourage, solicit or advise any employee and/or client of
2 the parties to leave the employ of the parties.
3
- 4 7.4 The restraint referred to in this clause 7 shall be operative throughout
5 the restraint area.
6
- 7 7.5 The provisions of this clause 7 shall be construed as imposing a
8 separate and independent restraint in respect of -
9
- 10 7.5.1 each of the years falling within the restraint period referred to
11 in clause 7.2;
12
- 13 7.5.2 every locality falling within the restraint area;
14
- 15 7.5.3 every activity falling within the ambit of the restrained
16 business.
17
- 18 7.6 The parties acknowledge that the restraint imposed upon them in
19 terms of this clause 7 is reasonable as to geographical area, period,
20 capacity and type of activity and is reasonably necessary to protect
21 the proprietary interests of the parties having regard to the
22 professional status which the parties will occupy within the property,
23 the parties relationship with the clients and the information which the
24 parties will acquire in regard to the business activities of the property
25 all of which is acknowledged by the parties to be proprietary to the
26 property and material to the parties in the successful conduct of its
27 business.
28
- 29 7.7 Should any provision of this clause 7 or part thereof be found by any
30 competent court to be defective or unenforceable for any reason
31 whatever, the remaining provisions of this clause 7 shall continue to
32 be of full force and effect.
33
- 34 7.8 The provisions of this clause 7 shall be operative and binding on the
35 parties notwithstanding that a dispute may arise between the parties

1 regarding this clause 7 and pending a resolution of any such dispute
2 by litigation or otherwise, the parties shall remain bound by all the
3 provisions of this clause 7 and either party shall be entitled to apply to
4 a court for the appropriate interim relief.

5
6 7.9 The restraint in this clause 7 shall apply to the property.

7
8 **8 OBLIGATIONS OF THE PARTIES**

9
10 Each party shall at all times -

11
12 8.1 display utmost good faith towards other parties in all matters relating
13 to this agreement;

14
15 8.2 avoid a conflict between the interests of implementing the terms of this
16 agreement and its own interests, which shall be subservient to the
17 implementation of this agreement;

18
19 8.3 make a full disclosure of information relating to the subject matter of
20 this agreement to the other parties, including the furnishing of
21 explanations of any such matters relating to this agreement when
22 reasonably requested to do so;

23
24 8.4 devote such time as may be necessary to ensure implementation of
25 this agreement;

26
27 8.5 provide information and generally do whatever may be requisite or
28 necessary to promote and develop the medical skills of the parties.

29
30 **9 CONFIDENTIALITY**

31
32 9.1 It is recorded that the parties, by virtue of the respective association
33 with each other in terms of this agreement, have and will become
34 possessed of and have and will have access to the trade secrets and
35 confidential information of each other including, but without limiting the

1 generality of the foregoing, the following matters, all of which are
2 hereinafter referred to as the "**trade secrets**" -

- 3
- 4 9.1.1 know-how, processes and techniques;
- 5
- 6 9.1.2 knowledge of systems and influence of the party's clients,
7 suppliers and other business associates;
- 8
- 9 9.1.3 the contractual arrangements between the other party's clients
10 and their business associates;
- 11
- 12 9.1.4 the financial details of the other party's relationship with their
13 business associates;
- 14
- 15 9.1.5 the financial details (including credit and discount terms)
16 relating to the other party's clients;
- 17
- 18 9.1.6 the names of prospective clients of the parties and their
19 requirements;
- 20
- 21 9.1.7 other matters which relate to medical skills of the other party
22 and in respect of which information is not readily available in
23 the ordinary course of the business to a competitor of the
24 party.
- 25
- 26 9.2 Having regard to the facts recorded in 9.1 each of the parties
27 irrevocably undertaken in favour of the others, that in order to protect
28 their respective trade secrets -
- 29
- 30 9.2.1 it will not during the currency of this agreement either use or
31 directly or indirectly divulge or disclose to others (except as
32 required by the terms of this agreement and as required by the
33 law) any of the other party's trade secrets;
- 34

1 9.2.2 any written instructions, drawings, notes, memoranda or
2 records related to the other party's trade secrets which come
3 into its possession during the period of this agreement, shall
4 be deemed to be the property of such party and shall be
5 surrendered to the relevant party on demand;
6

7 9.2.3 it will not during the period of this agreement either for itself or
8 as the agent of anyone else, persuade, induce, solicit,
9 encourage or procure any executive of any party to furnish any
10 information or advice acquired by such to anyone else which
11 might result in any employee of the relevant party becoming
12 employed by, directly or indirectly, or interested in any manner
13 in, any concern.
14

15 10 **BREACH**

16
17 Should either party breach any provision of this agreement and fail to remedy
18 such breach within fourteen days after receiving written notice requiring such
19 remedy, then (irrespective of the materiality of such breach or provision) the
20 other party shall be entitled, without prejudice to its other rights in law
21 including any right to claim damages, to cancel this agreement or to claim
22 immediate specific performance of all of the defaulting party's obligations
23 whether or not otherwise then due for performance. Notwithstanding the
24 foregoing, if the breach constitutes repudiation, the other party shall not be
25 required to give notice requesting the remedy thereof before cancelling this
26 agreement.
27

28 11 **TERMINATION**

29
30 11.1 Each party shall be entitled to terminate this agreement on giving two
31 month's written notice of its intention to do so.
32

33 11.2 This agreement shall be terminated by either party when one of the
34 following events occur -
35

- 1 11.2.1 Resignation;
2
3 11.2.2 Retirement;
4
5 11.2.3 Permanent incapacity;
6
7 11.2.4 Death;
8
9 11.2.5 Guilty of misconduct;
10
11 11.2.6 Unprofessional or improper conduct; or
12
13 11.2.7 Insolvency.

15 11.3 Where the provisions of 11.2 apply, the concerned party terminating
16 the agreement shall provide the remaining parties with his or her
17 clients' medical records and/or let and/or sell his or her property.

19 11.4 **Dissolution after termination**

- 21 11.4.1 Where this agreement is terminated in any manner-
22
23 11.4.1.1 the parties shall pay the outstanding costs referred to in
24 4.3, including any cancellation fees or damages
25 payable on the termination of the lease agreement and
26 any other expenses or damages related to the
27 termination of this agreement;
28
29 11.4.1.2 the furniture and equipment and any other assets shall
30 be returned to the respective owners; and
31
32 11.4.1.3 parties shall retain their patient's records, unless such
33 patient determines otherwise.
34

1 12 **DEADLOCK AND DISPUTES**

2
3 12.1 Should any deadlock or dispute arise, then the parties to such
4 deadlock or dispute undertake to refer such deadlock or dispute for
5 mediation in terms of the provisions of this 12 in order to attempt to
6 resolve such deadlock or dispute. Such mediation shall be conducted
7 in good faith and the parties to the mediation undertake to use
8 reasonable endeavours to resolve such deadlock or dispute to be
9 resolved.

10
11 12.2 If a deadlock or dispute arises, any party to such deadlock or dispute
12 shall be entitled by giving a written notice to the other parties to the
13 deadlock or dispute ("**mediation notice**") within a period of seven
14 days after the date upon which such deadlock or dispute arose, to
15 require such deadlock or dispute to be resolved in accordance with
16 the provisions of this 12.

17
18 12.3 Within a period of five days after receipt of a mediation notice, the
19 parties to the deadlock or dispute ("**mediation parties**") shall meet at
20 the offices of [] (or such other place as may be agreed to in
21 writing) for purposes of attempting to resolve such deadlock or
22 dispute. At such meeting, the mediation parties undertake to use their
23 reasonable endeavours to resolve the deadlock or dispute.

24
25 12.4 If the mediators do not meet within the five day period referred to in
26 12.3 or if they do meet but are unable to resolve the deadlock
27 ("**unresolved deadlock**") or dispute ("**unresolved dispute**") at the
28 meeting or within such further period and at such further meetings as
29 the mediation parties may agree in writing, then the mediation parties
30 shall, unless they otherwise agree in writing, refer the unresolved
31 deadlock or unresolved dispute for determination in accordance with
32 the provisions of 13.

33
34 12.5 The parties record that it is their intention that all deadlocks and
35 disputes be resolved by way of mediation in terms of this 12 and that

1 they shall use their reasonable endeavours to ensure that such
2 deadlocks or disputes are resolved in accordance with the provisions
3 of this 12.

4
5 12.6 The parties to the deadlock or dispute shall bear and pay all of the
6 costs, if any, in relation to the mediation in equal shares.

7
8 13 **ARBITRATION**

9
10 13.1 Subject to 12, should -

11
12 13.1.1 any unresolved dispute arise; or

13
14 13.1.2 any unresolved deadlock arise,

15
16 then such unresolved dispute or deadlock shall by giving
17 written notice to that effect to the other party be finally resolved
18 in accordance with the rules of AFSA by an arbitrator or
19 arbitrators appointed by AFSA. There shall be a no right of
20 appeal as provided for in article 22 of the aforesaid rules.

21
22 13.2 Each party to this agreement -

23
24 13.2.1 expressly consents to any arbitration in terms of the aforesaid
25 rules being conducted as a matter of urgency; and

26
27 13.2.2 irrevocably authorises the other party to apply, on behalf of all
28 parties to such dispute, in writing, to the secretariat of AFSA in
29 terms of article 23(1) of the aforesaid rules for any such
30 arbitration to be conducted on an urgent basis.

31
32 13.3 The parties hereby irrevocably agree that the decision of the arbitrator
33 in the arbitration proceedings -

34
35 13.3.1 shall be final and binding on each of them;



1
2 13.3.2 shall be carried into effect without delay; and

3
4 13.3.3 at the election of any party to the dispute, be made an order of
5 court.

6
7 13.4 Notwithstanding the foregoing, nothing in this clause shall be
8 construed as precluding any party from applying to court for a
9 temporary interdict or other relief of an urgent nature, pending the
10 decision of the award of the arbitrator in terms of this 13.

11
12 13.5 The parties agree to keep the arbitration including the subject matter
13 of the arbitration and the evidence heard during the arbitration
14 confidential and not to disclose it to anyone except for purposes of an
15 order to be made in terms of 13.3.3.

16
17 13.6 This 13 is severable from the rest of this agreement and shall,
18 notwithstanding the termination of this agreement, remain in full force
19 and effect.

20
21 14 **GOVERNING LAW AND JURISDICTION**

22
23 14.1 The whole of this agreement shall be governed by and construed in
24 accordance with the laws of South Africa.

25
26 14.2 Without derogating from the parties' rights in terms of 13.1 and the
27 other provisions of this agreement, which provide for the resolution of
28 any dispute, the parties hereby consent to the non-exclusive
29 jurisdiction of the High Court of South Africa (Witwatersrand Local
30 Division).

31
32 15 **DOMICILIUM AND NOTICES**

33
34 15.1 The parties choose domicilium citandi et executandi ("domicilium") for
35 all purposes relating to this agreement, including the giving of any

1 notice, the payment of any sum, the serving of any process, as
2 follows -

3
4 15.1.1 [] physical -

5
6
7
8
9 facsimile -

10
11
12 15.1.2 [] physical -

13
14
15
16
17 facsimile -

18
19
20 15.2 Either party shall be entitled from time to time, by giving written notice
21 to the other, to vary its physical domicilium to any other physical
22 address (not being a post office box or poste restante) within the
23 Republic of South Africa, to vary its facsimile domicilium to any other
24 facsimile number.

25
26 15.3 Any notice given or payment made by either party to the other
27 ("addressee") which is -

28
29 15.3.1 delivered by hand between the hours of 09:00 and 17:00 on
30 any business day to the addressee's physical domicilium for
31 the time being shall be deemed to have been received by the
32 addressee at the time of delivery;

33
34 15.4 Any notice given by either party to the other which is successfully
35 transmitted by facsimile to the addressee's facsimile domicilium for

1 the time being shall be deemed (unless the contrary is proved by the
2 addressee) to have been received by the addressee on the day
3 immediately succeeding the date of successful transmission thereof.
4

5 15.5 This 15 shall not operate so as to invalidate the giving or receipt of
6 any written notice, which is actually received by the addressee other
7 than by a method referred to in this 15.
8

9 15.6 Any notice in terms of or in connection with this agreement shall be
10 valid and effective only if in writing and if received or deemed to be
11 received by the addressee.
12

13 16 **SEVERABILITY**

14
15 All provisions of this agreement are, notwithstanding the manner in which
16 they have been grouped together or linked grammatically, severable from
17 each other. Any provision of this agreement which is or becomes
18 unenforceable [in any jurisdiction in which it applies or in which its
19 enforcement is sought], whether due to voidness, invalidity, illegality,
20 unlawfulness or for any other reason whatever, shall, only to the extent that it
21 is so unenforceable, be treated as pro non scripto and the remaining
22 provisions of this agreement shall remain of full force and effect. The parties
23 declare that it is their intention that this agreement would be executed without
24 such unenforceable provision if they were aware of such unenforceability at
25 the time of execution hereof.
26

27 17 **GENERAL**

28
29 17.1 This agreement constitutes the sole record of the agreement between
30 the parties in relation to the subject matter hereof. Neither party shall
31 be bound by any express, tacit or implied term, representation,
32 warranty, promise or the like not recorded herein. This agreement
33 supersedes and replaces all prior commitments, undertakings or
34 representations, whether oral or written, between the parties in
35 respect of the subject matter hereof.

1
2 17.2 No addition to, variation, novation or agreed cancellation of any
3 provision of this agreement shall be binding upon the parties unless
4 reduced to writing and signed by or on behalf of the parties.

5
6 17.3 No indulgence or extension of time which either party may grant to the
7 other shall constitute a waiver of or, whether by estoppel or otherwise,
8 limit any of the existing or future rights of the grantor in terms hereof,
9 save in the event and to the extent that the grantor has signed a
10 written document expressly waiving or limiting such right.

11
12 17.4 Without prejudice to any other provision of this agreement, any
13 successor-in-title, including any executor, heir, liquidator, judicial
14 manager, curator or trustee, of either party shall be bound by this
15 agreement.

16
17 17.5 The signature by either party of a counterpart of this agreement shall
18 be as effective as if that party had signed the same document as the
19 other party.

20
21 18 **COSTS**

22
23 The parties shall bear and pay their own costs relating to the negotiation,
24 drafting, preparation and execution of this agreement.

25
26
Signed at on 2014
for []

DRAFT - NOT FOR SIGNATURE

who warrants that he is duly
authorised hereto

Signed at _____ on _____ 2014
for [_____]

DRAFT - NOT FOR SIGNATURE

who warrants that he is duly
authorised hereto

1

ANNEXURE A

FACILITIES

**[A DETAILED LIST OF THE SHARED FACILITIES SHOULD BE PROVIDED INCLUDING,
BUT NOT LIMITED TO DIAGRAMS, FLOOR PLANS AND INVENTORIES OF FURNITURE
AND EQUIPMENT]**

**[NOTE: THE PARTIES SHOULD TAKE CARE IN DETAILING WHO OWNS THE
RESPECTIVE ASSETS]**

FACILITIES SHOULD INCLUDE:

- **RENTAL (ROOMS)**
- **SOFTWARE**
- **RATES, TELEPHONE AND LIGHTS AND WATER**
- **STATIONARY**

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ANNEXURE B

[A COPY OF THE LEASE AGREEMENT TO BE ATTACHED]

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ANNEXURE C

FLOOR PLAN OF PROPERTY

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ANNEXURE D

SERVICES

[A DETAILED LIST OF THE SHARED SERVICES SHOULD BE PROVIDED]

SERVICES SHOULD INCLUDE:

- **RECEPTIONIST**
- **NURSES**
- **CLEANING SERVICES**

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