

## Terms and Conditions

**AM Fourie, Proprietor of AMF Typing Services est 2001**  
**14 Roodekrans Manor, 9 Ouklip Road, Roodekrans, 1724.**

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- DESCRIPTION OF SERVICES.** AMF Typing Services will provide the services as set out in verbal or written communication (collectively, the "Services"): The Services must be supplied:
  - To the best of AMF Typing Services' ability and knowledge.
  - In accordance with reasonable technical directions given by the Client to AMF Typing Services.
  - In compliance with all applicable standards, awards, laws and regulations.
- PAYMENT FOR SERVICES.** In consideration of the provision of the Services, the Client will pay compensation to AMF Typing Services for the Services based on the rate agreed upon, within seven (7) days of receipt of an invoice.
  - **DEPOSIT**  
Deposit of up to 80% may be requested before commencement of work for PAYG (Pay as you Go) clients.  
All Student work (PhD's, Masters, MBA etc and large projects (Books, Manuals etc) will require a deposit of 80% before commencement of work, balance on completion on receipt of invoice.
  - **RETAINER PAYMENTS**  
Monthly retainer packages must be paid in advance and unused hours can be carried over to subsequent months.
  - **PAYPAL PAYMENTS.** AMF Typing Services makes available the option to pay by credit or debit card through PayPal. If Clients wish to make use of this service then a charge of 5% should be added to the invoice total.
  - **PAYMENT GUARANTEE.** The Client guarantees to AMF Typing Services the due payment of any sum payable by the Client to AMF Typing Services.  
Preferred method of payment is by direct deposit into the bank account of Mrs A M Fourie.  
  
Account Holder: Mrs A M Fourie  
Bank: Capitec Bank  
Branch/Code: Westgate, 470010  
Branch Number: 4153  
Account No: 1361467329  
Account Type: Savings Account
- HOURS OF BUSINESS:** 8am to 5pm Monday to Friday. Urgent work can be accommodated upon advanced notice.
- DISCLAIMER CLAUSE:** Quotations are for estimation purposes and are not a guaranteed cost for services. The Estimation Quotation is based on current information from the client about the project requirements. Actual costs may change once project elements are finalised or negotiated. Client will be notified of any changes in cost prior to them being incurred.

5. **TERM/TERMINATION.** These terms and conditions comes into force when the Client provides work to AMF Typing Services and remains in force for as long as the Client provides work to AMF Typing Services. For the avoidance of doubt, this Agreement may be terminated by either party without notice at any time for any reason by informing the other party of the decision. Upon termination of services by either party, all work completed by AMF Typing Services on behalf of the Client will be payable by the Client under the agreed payment terms.
6. **RELATIONSHIP OF PARTIES.** It is understood by the parties that AMF Typing Services is and shall remain an independent contractor with respect to the Client and not an employee of the Client and cannot bind the Client. The Client will not provide fringe benefits, including health insurance benefits, superannuation, paid vacation, or any other employee benefit, for the benefit of AMF Typing Services. AMF Typing Services and the Client agree to the following rights consistent with an independent contractor status:
  - AMF Typing Services has the right to perform services for others during the term of this Agreement.
  - AMF Typing Services has the sole right to control and direct the means, manner and method by which the services required by this Agreement will be performed.
  - AMF Typing Services has the right to hire assistants as subcontractors, or to use employees to provide the services required by this Agreement.
  - AMF Typing Services or AMF Typing Services' employees or subcontractors shall perform the services required by this Agreement, the Client shall not hire, supervise or pay any assistants to help AMF Typing Services.
  - Neither AMF Typing Services nor AMF Typing Services' employees or subcontractors shall receive any training from the Client in the skills necessary to perform the services required by this Agreement.
  - The Client shall not require AMF Typing Services or AMF Typing Services' employees or subcontractors to devote full time to performing the services required by this Agreement.
7. **SERVICE WAIVER.** The Client hereby agrees that all materials furnished to AMF Typing Services are owned by the Client, or that the Client has permission from the rightful owner to use such materials, and will hold harmless, protect, and defend AMF Typing Services from any claim or suit which may arise from the use of such materials.
8. **PRODUCT OWNERSHIP.** AMF Typing Services presently assigns to the Client all existing and future intellectual property rights in all inventions, models, designs, drawings, plans, reports, proposals and other materials (collectively the "Work Product") created or generated in whole or in part by AMF Typing Services in connection with the performance of AMF Typing Services' obligations under this Agreement (whether alone or with the Client, its other employees or contractors) for use by the Client. Upon request, AMF Typing Services shall sign all documents necessary to confirm or perfect the exclusive ownership of the Client to the Work Product.
9. **CONFIDENTIALITY.** AMF Typing Services will not at any time disclose to any third party any information that is identified as confidential by the Client. AMF Typing Services will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. This clause shall be binding on any employees, agents or subcontractors of AMF Typing Services.
10. **ENTIRE TERMS AND CONDITIONS.** These terms and conditions contain the entire agreement of the parties, and supersedes any and all previous representations, warranties, undertakings, and agreements.
  - **ASSIGNMENT.** Either AMF Typing Services or the Client may assign its rights and may delegate its duties under this Agreement.
  - **NO PARTNERSHIP.** This Agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.
  - **DELIVERY.** The parties may agree on a timetable for delivery of the Services, which also forms part of this Agreement. Delivery preferences consist of email, collection/courier, Skype, Dropbox etc. There will be no charge for email.  
i.e. courier or express delivery charges will be passed to the Client.
11. **FORCE MAJEURE.** AMF Typing Services shall not be liable for any failure to perform its obligations where such failure is as a result of Acts of Nature (including fire, flood, earthquake, storm, hurricane or

other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, broadband or telephone service.

12. RESPONSIBILITY. AMF Typing Services strives to provide error-free work. Typographical errors or mistakes which are clearly the fault of AMF Typing Services will be corrected at no charge. Client revisions will be charged. **Final proofreading is the responsibility of the Client (it is very difficult for a person to proofread their own work).** AMF Typing Services is not responsible for any loss due to clerical errors on our part missed by the Client.

- AMF Typing Services assumes no responsibility for consequences resulting from the provision of information and services, including, but not limited to, errors or omissions.
- All information provided is intended solely to provide general guidance on matters of interest for the personal use of the Client, who accepts full responsibility for its use. It is provided with no guarantee of completeness, accuracy or timeliness, and without warranty of any kind.
- Information provided does not constitute legal, accounting, tax or consulting advice.



**AMF Typing Services® • South Africa • Est 2001**  
**Tavasa • South Africa • Est 2008**  
**Alison Fourie: Virtual Assistant (VAcertified) • Affiliated Marketer**  
**Cell • WhatsApp • Office: +27 082 871 3452**  
**Skype: amftyping, • Fax: 086 514 8475**  
**Emails: [amftyping@mweb.co.za](mailto:amftyping@mweb.co.za) • [alison@amftyping.co.za](mailto:alison@amftyping.co.za)**  
**Linked in: <https://www.linkedin.com/in/amftyping>**

**Facebook:** <https://www.facebook.com/amftypingservices/>  
**Web/Blog:** <http://www.amftyping.co.za> • <http://alison-fourie.blogspot.com>  
**Twitter:** <https://twitter.com/amftyping>

"I run my own race: I am in competition with no one. I have no desire to play the game of being better than anyone, in any way, shape or form, I just aim to improve, to be better than I was before..."

AMF Typing Services uses Solar to Inverter Power, therefore we never have off days due to power outages.



