



## **TERMS OF REFERENCE**

**JULY 2019**

# **SA WINE INDUSTRY TRANSFORMATION UNIT**

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### **1. Introduction**

The SA Wine Industry Transformation Unit (TU) seeks from time to time to provide funding and services to various stakeholders in the interest of transforming the demographic of the South African wine and brandy industry to the point of becoming more inclusive of historically disadvantaged population groups.

The provider of specialist advice, analysis, assistance, services or products to the TU, must have a B-BBEE contributing Level 1 or 2 and if a provider of that Level cannot be found, of no lower than Level 4, where the consultancy services are intended for Active Project(s). Should there be no available service providers in a given field of expertise who meet these requirements, the TU board may consider alternatives to these levels of B-BBEE contribution.

Funding is granted to service providers or directly to businesses in the industry as approved by the TU and in line with the intended purpose of said approval.

### **2. Agreement arrangement**

### **3. Further contributions**

### **4. Funding / Budget allocation**

### **5. Terms of Payment**

Billing will ordinarily take place against agreed payment tranches, which are linked to agreed project milestones unless otherwise agreed in writing. Accounts are due and payable on presentation of a tax invoice relating to the work performed, and said tax invoice should be accurately completed.

### **6. Aborted work and Termination of Projects**

Where work does not proceed to a conclusion or the mandate is terminated, the TU reserves the right not to pay the full grant as approved by its board.

No work will be referred to other service providers unless expressly agreed to by the TU or its functionaries.

## **7. Confidentiality**

All private business information and advice of whatever nature given to the TU is confidential. The TU and its service providers are therefore to keep such information confidential unless otherwise permitted by parties who own the rights to said information.

## **8. Limitation of Liability**

The TU shall not be held financially liable for any losses or other costs incurred by service providers carrying out work funded by the TU or businesses funded or advised by the TU or by any of its functionaries.

## **9. Applicability of these Terms**

These terms and conditions will apply in respect of all services provided by the TU, whether or not there shall be in existence any written or other express acceptance which conflicts or contradicts these terms and conditions. The TU reserves the right to vary these terms and conditions.

## **10. Attached documentation**

A basic scope of work is attached to these terms of reference. The scope of work will reflect the tasks to be carried out and the costs to which said tasks are to be assigned. The scope of work needs to be agreed and undersigned by both parties in order for the proposed work to be commissioned.

These Terms of reference are hereby accepted by;

The recipient of funds, \_\_\_\_\_ (Names in Full) in his/her

Capacity as \_\_\_\_\_

Signed \_\_\_\_\_

Date of Signature \_\_\_\_\_