



Life Line  
Registration number: 2016/293285/07  
260 Marshall Street  
Fauna Park  
POLOKWANE  
0699  
☎ 999  
✉ [info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

## SERVICE LEVEL AGREEMENT

BETWEEN

**LifeLine (PTY) LTD (t/a Life Line)**

“Life Line”

AND

< Name to be Filled In >

“THE SERVICE PROVIDER”

**FOR THE PROVISION OF EMERGENCY MEDICAL SERVICES AND SUPPORT  
TO Life Line’S CLIENTS AND Life Line CONNECT MEMBERS**



## TABLE OF CONTENTS

	Page
1 INTRODUCTION	4
2 PURPOSE, AIM AND OBJECTIVES	4
2.1 PURPOSE	4
2.2 AIM	4
2.3 OBJECTIVES	4
3 DEFINITIONS & INTERPRETATION	4
4 PARTIES	6
5 APPOINTMENT	6
6 COMMENCEMENT DATE	6
7 DURATION	6
8 RESPONSIBILITIES OF THE SERVICE PROVIDER	7
9 RESPONSIBILITIES OF Life Line	7
10 PERIODIC REVIEW AND GOVERNANCE	7
10.1 PERIODIC REVIEWS	7
10.2 GOVERNANCE	8
11 FEES AND PAYMENT	8
11.1 FEES AND INVOICE DETAILS	8
11.2 GENERAL RULES REGARDING CLAIMS TO Life Line	8
12 DISCLAIMER	8
13 INDEMNITY	9
14 ADDITIONAL SERVICE PROVIDER ACCESS	9
15 FORCE MAJEURE	9
16 JURISDICTION	10
17 APPLICABLE LAWS	10
18 BREACH	10
19 DISPUTES	10
20 MISCELLANEOUS MATTERS	11
20.1 GOOD FAITH	11
20.2 CHANGE IN CORPORATE STRUCTURE	11
20.3 MUTUAL COOPERATION AND ADVERTISING	11
21 NOTICES	12
22 ENTIRE AGREEMENT	12
23 NO REPRESENTATIONS	12
24 PREVIOUS AGREEMENT	12
25 VARIATION, CANCELLATION AND WAIVER	12
26 PROHIBITION OF CESSION AND ASSIGNMENT	13
27 INDULGENCES	13
28 RECORDING AND OWNERSHIP	13



Life Line

Registration number: 2016/293285/07

260 Marshall Street

Fauna Park

POLOKWANE

0699

999

[info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

29	COUNTERPARTS	13
30	SEVERABILITY	13
31	CONFIDENTIALITY	13
32	INTELLECTUAL PROPERTY	14
33	POPIA	14
33.1	POPIA DEFINITIONS	14
33.2	PROCESSING OF PERSONAL DATA	14
33.3	OWNERSHIP OF PERSONAL DATA	14
33.4	INSTRUCTIONS OF LIFE LINE	14
33.5	GENERAL OBLIGATIONS OF THE SERVICE PROVIDER	14
34	AUTHORISED SIGNATORIES	15
ANNEXURE A - DESCRIPTION OF SERVICES		16
ANNEXURE B - KEY PERFORMANCE INDICATORS		17
ANNEXURE C - SERVICE PROVIDER RATES AND FEES SCHEDULE		18
ANNEXURE D –AIR AMBULANCE		19



## 1 INTRODUCTION

This Agreement defines the services to be provided, rights and obligations of the Parties, and outlines the parameters for the delivery of services, as they are mutually understood and agreed to by the Parties.

## 2 PURPOSE, AIM AND OBJECTIVES

### 2.1 PURPOSE

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent, comprehensive Emergency Services, support and delivery to Life Line's Client(s), by the Service Provider, by road or air, to clients within the borders of South Africa.

### 2.2 AIM

The aim of this Agreement is to obtain mutual agreement for Emergency services provision between Life Line and the Service Provider to the relevant Client(s).

### 2.3 OBJECTIVES

The objectives of this Agreement are to:

- 2.3.1 Provide clear reference to service ownership, accountability, roles and / or responsibilities.
- 2.3.2 Present a clear, concise, measurable description of services to be provided.
- 2.3.3 Define processes, procedures and terms required for executing this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

## 3 DEFINITIONS & INTERPRETATION

3.1 In this Agreement, unless inconsistent with the context, words referring to:

- 3.1.1 any one gender includes a reference to the other gender;
- 3.1.2 the singular includes the plural and vice versa; and
- 3.1.3 Natural persons include legal entities and vice versa.

3.2 Whenever a number of days is prescribed in this Agreement, such number will be calculated by excluding the first day, but including the last day, unless the last day falls on a Saturday, a Sunday or an official public holiday, in which case the last day will be the next day that is not a Saturday, a Sunday or an official public holiday.

3.3 Clause headings are inserted for convenience only and cannot be used in the interpretation of this Agreement.

3.4 Words and phrases used in this Agreement will bear the following meanings throughout this Agreement, unless such meanings are inconsistent with the context in which they were used:

- 3.4.1 "Accident" means any sudden or unexpected, external, visible or violent event which results in Bodily Injury;
- 3.4.2 "Agreement" means this agreement, and includes any annexures hereto, as annotated below, duly signed by the Parties, and which may be amended from time to time in writing;
  - 3.4.2.1 Annexure A – Description of Services;
  - 3.4.2.2 Annexure B – Key Performance Indicators;
  - 3.4.2.3 Annexure C – Service Provider Rates and Fees Schedule;
  - 3.4.2.6 Annexure F – Air Ambulance (Helicopter) Activation Criteria;

3.4.3 "Applicable Law" means in relation to a Party or Parties, all legislation applicable to the Agreement and the relationship between the Parties, including but not limited to, The Protection of Personal Information Act 2013, the Companies Act, the Competition

Act, 1998, the Financial Advisory and Intermediary Services Act, 2002, the Consumer Protection Act, 2008, the Income Tax Act No. 58 of 1962, Tax Administration Act No. 28 of 2011, and

- 3.4.3.1 statutes and subordinate legislation and common law;
- 3.4.3.2 regulations;
- 3.4.3.3 ordinances or by-laws;
- 3.4.3.4 directives, codes of practice, circulars, guidance notices, judgements and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- 3.4.3.5 other similar provisions, from time to time, compliance with which is mandatory for those Parties or Party;
- 3.4.4 "Client" means any of Life Line's Clients or members of its subscription products or members entitled to value added services (in the form of Emergency Services) offered by Life Line;
- 3.4.5 "Commencement Date" means the date set out as the commencement date in clause 6 of this Agreement, regardless of the date on which this Agreement was signed;
- 3.4.6 "Contact Centre" means Life Line's national emergency response centre which is accessible via 999 and operative 24 hours per day 7 days per week. The Contact Centre will field all telephonic information, advice (if applicable) and dispatching of the appropriate assistance to the scene of the incident based on the available information at the time, subject to generally accepted dispatch criteria;
- 3.4.7 "Fee" means the costs and charges, payable as laid out in the Rates and Fees Schedules set out in Annexures C and E;
- 3.4.8 "KPI" means Key Performance Indicators set out in Annexure B;
- 3.4.9 "Member" means such individuals identified by Life Line as requiring the Services;
- 3.4.10 "Membership Database" means Life Line's database of individuals that Life Line wishes to receive the Services;
- 3.4.11 "Parties" means Life Line and the Service Provider and "Party" means either Life Line or the Service Provider;
- 3.4.12 "POPIA" means The Protection of Personal Information Act 4 of 2013;
- 3.4.13 "Principal Member" means a person who has been identified as a Member or Client by Life Line in terms of Life Line's Membership Database and who may have dependents or beneficiaries entitled to the Services;
- 3.4.14 "Life Line" means Lifeline (PTY) LTD t/a Life Line, a company incorporated in accordance with the company laws of South Africa, under registration number 2016/183846/07 or 2016/293285/07
- 3.4.15 "Life Line App" means Life Line's proprietary developed web-based mobile application used in communicating with Clients, Contact Centre and Service Providers;
- 3.4.16 "Service Provider" means the contractor(s), or party appointed by Life Line to render the Services to Life Line Clients;
- 3.4.17 "Services" means the Services required to be rendered by the Service Providers as further set out in this agreement;
- 3.4.18 "SLA" means Service Level Agreement, represented by this Agreement;



#### 4 PARTIES

4.1 The parties to this agreement are:

##### 4.1.1 THE COMPANY

Name of Organization: Lifeline (Pty) Ltd (t/a Life line)  
(Herein after referred to as "Life Line")  
Registration number : 2016/183846/07 or 2016/293285/07  
Physical Address : 258 Marshall Street  
Fauna Park Polokwane, 0699  
Office number: (+27) 015 493 1999  
Email: [info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

##### 4.1.2 THE SERVICE PROVIDER

Name of Organization :  
(Herein after referred to as the "Service Provider")  
Registration number :  
Physical Address :  
Contact Person:  
Designation:  
Office number: (+27)  
Mobile number: (+27)  
Email:

4.2 It is clearly understood that the Service Provider will not further outsource any of the services laid out in this agreement, to any other third party, provider or sub-contractor, unless prior written approval from Life Line is obtained.

#### 5 APPOINTMENT

Life Line hereby appoints the Service Provider to render the Services as outlined in this Agreement, to its Client(s), with effect from the Commencement Date, which appointment the Service Provider accepts, subject to the terms and conditions contained in this Agreement.

#### 6 COMMENCEMENT DATE

The effective date of the legal Agreement between both parties shall commence on \_\_\_\_\_, irrespective of the date of final signature.

#### 7 DURATION

- 7.1 The agreement shall remain in place for an initial period of twelve (12) calendar months from commencement date.
- 7.2 After the initial period referred to in clause 7.1, the agreement will automatically renew and be cancellable subject to a ninety (90) days' notice period.
- 7.3 Notwithstanding the initial period referred to in clause 7.1, should the Service Provider breach any material provision of this agreement or fail to provide the Services under the agreed terms, Life Line reserves the right to terminate this agreement with immediate effect.

#### 8 RESPONSIBILITIES OF THE SERVICE PROVIDER

The Service Provider shall:

- 8.1 Provide the Services as outlined in this Agreement, to Life Line's Clients when requested or dispatched by Life Line to do so.
- 8.2 For the duration of the Agreement, be contactable twenty-four (24) hours a day through either a professionally staffed emergency call-centre or direct emergency call line(s).
- 8.3 Adhere to the relevant KPI's set out in Annexure B.
- 8.4 Exercise all reasonable skills, care and diligence in the rendering of the Services and shall act in accordance with a high degree of expertise and standards of ethics and practices.
- 8.5 Ensure that it, at all times, has such professionally competent, skilled and licensed staff, vehicles, ambulance(s) (where applicable) and equipment available, as is necessary for the provision of the Services.
- 8.6 Timeously and accurately submit documentation as outlined within this Agreement.
- 8.7 Adhere to Life Line's activation and communication protocols in executing the Services, and specifically agree to accept the Life Line Connect App link, generated by the Life Line Contact Centre upon activation of Service Provider, on a suitable mobile device(s) on vehicles or aircraft mobile to calls, enabling direct communication between the relevant parties, including location tracking of their progress to the scene of the emergency, on scene progress and estimated times of arrival.

## 9 RESPONSIBILITIES OF Life Line

Life Line shall:

- 9.1 Maintain overall management of cases dispatched by its own Contact Centre.
- 9.2 Expedite payments of all valid claims and / or invoices upon receipt of all relevant documentation, satisfactorily completed, with any applicable accompanying documentation attached, as per the specifications outlined in this Agreement.
- 9.3 Provide Training to Service Provider on the use of the Life Line App and Life Line protocols.
- 9.4 Provide 24 / 7 user support, via the Life Line Contact Centre, for Service Provider employees, when utilising the Life Line App in the execution of Services.

## 10 PERIODIC REVIEW AND GOVERNANCE

### 10.1 PERIODIC REVIEWS

- 10.1.1 Life Line reserves the right to do periodic quality inspections and compliance checks of the Service Provider. Inspections may be scheduled or ad libitum.
- 10.1.2 These inspections may include, but are not limited to:
  - 10.1.2.1 Assessing currency and validity of the Service Provider's licensing.
  - 10.1.2.2 Assessing Service Provider's vehicle / aircraft licensing and road worthiness / air worthiness.
  - 10.1.2.3 Service Provider's Equipment servicing records and / or calibration certificates.
  - 10.1.2.4 Service Provider's Employee Medical or Security registrations (HPCSA; SANC; PSIRA etc).
  - 10.1.2.5 Service Provider's Appropriate management of confidential information.
  - 10.1.2.6 Service Provider's Quality Management reviews relevant to this agreement.
- 10.1.3 Should the Service Provider be found to be non-compliant following the above inspections, Life Line will have no obligation to continue making use of the Service Provider and reserves the right to terminate the agreement with immediate effect.

### 10.2 GOVERNANCE

- 10.2.1 SLA governance meetings will be held between Life Line and the Service Provider periodically.
- 10.2.2 The governance meeting will cover, *inter alia*:
  - 10.2.2.1 Measurement of and Compliance with SLA Key Performance Areas.
  - 10.2.2.2 Adverse events (if applicable).
  - 10.2.2.3 Any updates or amendments to either party's corporate structures, operational protocols or processes.

## 11 FEES AND PAYMENT

### 11.1 FEES AND INVOICE DETAILS

- 11.1.1 Unless otherwise agreed to in writing, the fees and charges shall be as reflected in Annexures C.
- 11.1.2 All claims and invoices are to be submitted, with all relevant accompanying documentation to:

Lifeline (Pty) Ltd  
 Reg number: 2016/293285/07  
 260 Marshall Street  
 Fauna Park  
 Polokwane  
 0699  
 VAT number:  
[accounts@lifelineapp.co.za](mailto:accounts@lifelineapp.co.za)

### 11.2 GENERAL RULES REGARDING CLAIMS TO Life Line

- 11.2.1 Claims supported by documents that are illegible will be rejected.
- 11.2.2 The Life Line authorisation or case number should be noted.
- 11.2.3 Claims need to be submitted to Life Line no later than 48 hours after completion of the Service.
- 11.2.5 Claims must be submitted electronically to [accounts@lifelineapp.co.za](mailto:accounts@lifelineapp.co.za)

## 12 DISCLAIMER

- 12.1 Notwithstanding the indemnity which Life Line provides to the Service Provider under clause thirteen (13) below, neither Life Line, its Contact Centre, its employees or its other Service Providers will be liable or responsible where there was no negligence, misconduct, or wilful conduct in the rendering of the Services:
  - 12.1.1 For any unforeseen, unexpected or unpredictable incidents that occur during the carrying out of the services to a Client,;
  - 12.1.2 For claims, loss, damages or costs, arising from contractual obligations between the Parties;
  - 12.1.3 For loss of profit and / or consequential damages of whatsoever nature.
- 12.2 If a claim is filed against either Party for which the other Party is liable under this Agreement, the Party receiving the claim must promptly notify the other Party of such claim and it may not settle the claim without the prior written consent of the other Party if any claim has been or is likely to be asserted against such Party for contribution hereunder

## 13 INDEMNITY



- 13.1 Life Line hereby indemnifies the Service Provider against any claim(s) of negligence, wilful conduct or misconduct arising as a direct result of the Services rendered by Life Line and / or its employees and / or its representatives hereunder.
- 13.2 Life Line will not be liable for claims repudiated outside the ambit of this Agreement.
- 13.3 The Service Provider hereby indemnifies Life Line against any claim(s) of negligence, wilful conduct or misconduct arising as a direct result of the Services rendered by the Service Provider and / or its employees, and / or its contractors and / or its representatives hereunder.

#### 14 ADDITIONAL SERVICE PROVIDER ACCESS

- 14.1 The Service Provider may request Air Ambulance transportation for its own client(s):
  - 14.1.1 If they meet the required flight criteria as outlined in Annexure F;
  - 14.1.3 If they have the necessary funder / other authorisation(s).
- 14.2 The Service Provider and / or its employees will also have access to additional Life Line Infrastructure and / or services, as may be required by the Service Provider, and are subject to additional terms and conditions to be contracted for under a separate future agreement. These may include, inter alia:
  - 14.2.1 Life Line Outsourced Contact Centre functionalities;
  - 14.2.2 Life Line Claims Management and Administrative mobile tools;
  - 14.2.3 Life Line Training courses and / or professional development programs;
  - 14.2.4 Observer Shift Opportunities.

#### 15 FORCE MAJEURE

- 15.1 A Party is not liable for any loss suffered by the other Party arising from a delay in or prevention of the performance by the first-mentioned Party due to any cause that adversely affects that Party's obligations in terms of this Agreement that could not and cannot reasonably and practically be avoided in the ordinary conduct of business, and shall include, without limiting the generality thereof, circumstances caused by war, riots, restrictions by any government or governmental authority, floods, fire and other acts of God.
- 15.2 The Party whose performance is so hindered must inform the other Party of such hindrance as soon as is reasonably possible of the circumstances giving rise to such hindrance.
- 15.3 If a Party's performance is delayed by such a cause, that Party will be entitled to a reasonable extension to remedy such performance, which extension may not exceed thirty (30) days. If performance cannot be rendered after such an extension, the performance will be regarded as having been prevented.
- 15.4 If a Party's performance is prevented by such a cause, the Parties must:
  - 15.4.1 If the obligation that is being prevented is not material in nature, make such financial adjustment between them that is equitable; or
  - 15.4.2 If the obligation that is being prevented is material in nature, endeavour in good faith to agree on an alternative basis for achieving the objects of this Agreement. If an agreement on an alternative basis is not reached, this Agreement will terminate with immediate effect without prejudice to any other rights a Party may have in terms of this Agreement or in law.
- 15.5 Either Party may retain the other's performance to the extent that performance has taken place; and
- 15.6 If a Party elects or is required to retain the other's performance, the Parties must make such financial adjustments between them as may be equitable.

## 16 JURISDICTION

This Agreement will be governed, interpreted, and construed in accordance with the laws of the Republic of South Africa.

## 17 APPLICABLE LAWS

In performing this Agreement, each party shall comply with all applicable law and future law, rules and regulations of the Republic of South Africa and shall not be required to perform or omit to perform any act required or permitted under this Agreement if such performance or omission would violate the provisions of any such law, rule or regulation.

## 18 BREACH

18.1 A Party is in default if a Party:

- 18.1.1 Fails to pay an amount payable by the due date; or
- 18.1.2 Breaches any other provision of this Agreement and fails to remedy such breach within fourteen (14) days of written notice to do so; or
- 18.1.3 Takes steps to place itself or is placed, in liquidation, whether voluntary or compulsory, provisionally or finally, or in business rescue; or
- 18.1.4 Takes steps to de-register itself or is de-registered from any mandatory registration process required for such Party to operate in terms of this Agreement; or
- 18.1.5 Commits an act of insolvency as defined in the Insolvency Act, 1936 (Act No 24 of 1936) as at the date of the Agreement, or, being a corporate body commits an act which would be an act of insolvency if committed by a natural person; or
- 18.1.6 Fails to satisfy a judgement against the Party within thirty (30) days after that Party becomes aware of the judgement, except if that Party provides evidence on an ongoing basis to the reasonable satisfaction of the other Party that steps have been initiated within thirty (30) days to appeal, review or rescind the judgement and to procure suspension of execution.

18.2 If a Party is in default as set forth in clause 18.1, the other Party may:

- 18.2.1 Cancel this Agreement and claim damages. The foregoing is without prejudice to such other remedy that the aggrieved Party may have at law; or
- 18.2.2 If the aggrieved Party elects to claim damages, the aggrieved Party may retain all monies paid by the Party in default pending determination of the amount of damages; or
- 18.2.3 Uphold the Agreement and claim specific performance by the defaulting Party of all the defaulting Party's obligations and claim damages suffered as a result of the default.

## 19 DISPUTES

19.1 Any dispute, question or difference arising at any time between any of the Parties with regard to any matter arising out of, or with regard to the rights and duties of any of them, under, or with regard to the interpretation of, or the termination of, or any matter arising out of termination of, or with regard to the rectification of this Agreement, shall, upon request of any Party made to the others of them, be submitted to, and be decided by way of arbitration held in terms of this clause.

19.2 The arbitration shall be held in the court selected by the Arbitrator, alternatively, virtually if the Parties agree thereto and provided it is permitted by the applicable arbitration rules and laws, in accordance with the provisions of the Arbitration Act, No 42 of 1965 (as amended or replaced from time to time) save that:

- 19.2.1 The arbitration shall be informal; and
- 19.2.2 The Arbitrator shall have the discretion to determine the procedure to be adopted for the filing of all documentation and statements of case, the narrowing of the issue in dispute and the procedure generally in respect of evidence and discovery and the procedure at the arbitral hearing.

19.3 The Arbitrator shall be, if the issue in dispute is:

- 19.3.1 Primarily an accounting matter, an independent practising Chartered Accountant;
- 19.3.2 Primarily a legal matter, a practising advocate or attorney;
- 19.3.3 Any other matter, an independent and suitably qualified person; as may be agreed upon between the Parties.

- 19.4 If agreement cannot, within seven (7) days of the arbitration having being requested, be reached as to whether the issue in dispute falls under clauses 19.3.1; 19.3.2; or 19.3.3 or as to the choice of a particular Arbitrator, then the Chief Executive Officer or officers of the Law Society of South Africa shall, upon the request of any Party:
- 19.4.1 Determine whether the issue in dispute falls under clauses 19.3.1; 19.3.2; or 19.3.3; and / or
- 19.4.2 Nominate the Arbitrator in terms of the relevant clause as soon as possible after he / she shall have been requested to do so.
- 19.5 Parties agree that any award by the Arbitrator shall be subject to a right of appeal at the instance of any one of them who is a party to the arbitration, subject to the following provisions:
- 19.6 The appeal Arbitrators shall be three (3) in number each of whom shall be, if the issue in dispute is:
- 19.6.1 Primarily an accounting matter, three independent practising Chartered Accountants;
- 19.6.2 Primarily a legal matter, three practising advocates or attorneys;
- 19.6.3 Any other matter, three independent and suitably qualified persons; as may be agreed upon between the Parties who are parties to the arbitration.
- 19.7 If agreement, within fourteen (14) days of the award, cannot be reached as to whether the issue in dispute falls under clauses 19.6.1; 19.6.2 or 19.6.3 or as to the choice of the Appeal Arbitrators under clause 19.6, then the chief executive officer of the Law Society of South Africa shall, upon the request of any Party to the arbitration:
- 19.7.1 determine whether the issue in dispute falls under clauses, 19.6.1; 19.6.2 or 19.6.3; and/or
- 19.7.2 nominate the appeal Arbitrators of the relevant clause as soon as possible after he / she shall have been requested to do so.
- 19.8 The appeal arbitration shall be informal and the appeal Arbitrators shall have the discretion to determine the procedure to be adopted prior to and at the appeal hearing.
- 19.9 Subject to the foregoing, the nature of the appeal and the powers of the appeal Arbitrators shall be the same as if the appeal were a civil appeal to the Supreme Court of Appeal.
- 19.10 Each of the Parties irrevocably consents to the arbitral provisions of this clause and none of them shall be entitled to withdraw here from or to claim at any arbitration proceedings that he / she is not bound by the provisions of this clause.
- 19.11 The Parties acknowledge and agree that the provisions of this clause shall not preclude either of them from proceeding against any of the other of them in any court of competent jurisdiction where relief is being sought on an urgent and interim basis.

## 20 MISCELLANEOUS MATTERS

### 20.1 GOOD FAITH

The Parties have contracted in good faith with each other and hereby agree and undertake that they will take such steps as may be reasonably necessary to facilitate the working of this Agreement.

### 20.2 CHANGE IN CORPORATE STRUCTURE

If the ownership, shareholding or corporate structure of either Parties is changed directly or indirectly, such that there is a change of control, as that term is defined in the competition legislation of South Africa, such change must be communicated to either Party by giving thirty (30) days' written notice, after the change has been effected.

### 20.3 MUTUAL COOPERATION AND ADVERTISING

Each Party must obtain the other Party's prior written approval of any marketing or promotional material that contains reference to the other Party and / or the Services to be rendered in terms of this Agreement and vice versa, which written approval shall not be unreasonably withheld by either Party.

## 21 NOTICES

21.1 The Parties choose the following domicilia citandi et executandai to which documents in legal proceedings and any written notice in connection with this Agreement must be served:

### 21.1.1 IN THE CASE OF Life Line

Lifeline (PTY) LTD t/a Life Line  
260 Marshall Street  
Fauna Park  
Polokwane  
Tel: (+27) 015 493 1999 (Emergency Line)  
Email: [info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

### 21.1.2 IN THE CASE OF

Adress

Tel: (+27)  
Email:

21.2 Notice will be deemed to have been given, unless the contrary is proved:

21.2.1 Fourteen (14) days after posting by registered post to the other Party's address in this clause;

21.2.2 The day after sending, if sent by facsimile or e-mail transmission;

21.2.3 On delivery by hand, if delivered to the Party's physical address in terms of this clause.

21.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

21.4 A Party may change its postal or Physical address or contact number(s) for the purposes of this clause by notice in writing to the other Party.

## 22 ENTIRE AGREEMENT

This Agreement, in conjunction with the Annexures as referenced within this Agreement, constitutes the entire Agreement between the Parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any Party is relying in concluding this Agreement, save to the extent set out herein.

## 23 NO REPRESENTATIONS

Neither Party may rely on any representation, which allegedly induced that Part to enter into this Agreement, unless the representation is recorded in this Agreement.

## 24 PREVIOUS AGREEMENT

This Agreement supersedes all prior agreements between the Parties relating to the provision of the Services, whether such agreements are oral or in writing, express or implied. All rights and obligations under and arising out of such prior agreements will lapse and will have no further force or effect.

## 25 VARIATION, CANCELLATION AND WAIVER

No variation of, or addition to or agreed cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties. No waiver or indulgence of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the Parties.

## 26 PROHIBITION OF CESSION AND ASSIGNMENT

Neither Party shall be entitled to cede or assign any of its rights, nor delegate any of its obligations hereunder without the prior written consent of the other Party first being obtained, which consent shall not be unreasonably withheld.

## 27 INDULGENCES

No indulgence, leniency or extension of time which a Party (the "grantor") may grant or show to the other, will in any way prejudice the grantor or preclude the grantor from exercising any rights in the future.

## 28 RECORDING AND OWNERSHIP

Life Line may, at its sole discretion, record all lines of all calls that go through to the Contact Centre. All callers shall be notified of the fact that the recording is taking place. Any such recordings made shall remain the sole property of Life Line, but shall be made available to the Service Provider within seven (7) calendar days after being requested by the Service Provider for copies relevant to its Member(s) or if requested in terms of a subpoena issued by a court of law.

## 29 COUNTERPARTS

This Agreement may be entered into any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

## 30 SEVERABILITY

If any particular provision and / or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and / or terms shall continue to be of full force and effect. Each provision and / or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and / or terms hereof.

## 31 CONFIDENTIALITY

- 31.1 The Parties shall hold in confidence all Confidential Information received from each other and not divulge the confidential Information to any person, including any of its employees, save for employees directly involved with the execution of this Agreement.
- 31.2 The Parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 31.3 Within two (2) calendar months after the termination of this Agreement, for whatever reason, the recipient of Confidential Information shall return same or at the discretion of the original owner thereof, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 31.4 It is recorded the following information will, for this Agreement, not be Confidential Information:
  - 31.4.1 Information known to either of the Parties prior to the date that it was received from the other party; or
  - 31.4.2 Information known to the public or generally available to the public prior to the date it was disclosed by either of the Parties to the other; or
  - 31.4.3 Information which becomes known to the public or becomes generally available to the public after the date it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or
  - 31.4.4 Information which either of the parties, in writing, authorizes the other to disclose.
- 31.5 Direct client relationships already existing by both parties at the date of this Agreement are excluded.
- 31.6 The Service Provider cannot directly contact any of Life Line's existing clients or subscribers unless otherwise agreed. Similarly, Life Line cannot directly contact any of The Service Provider's clients or members unless otherwise agreed.

## 32 INTELLECTUAL PROPERTY

The Intellectual Property, LifeLine and Life Line name and branding, the Life Line concept and Life Line App and all aspects relating to the Life Line or Life Line's other subscription and or Value-Added Services (and Products) are property of Life line and nothing in this Agreement or in terms of any other Agreement with the Service Provider will in anyway impair or change this. In addition, all these aspects, including the format and content of marketing material, application forms and application processes are owned by Life Line and strictly made available subject to this Confidentiality undertaking.

## 33 POPIA

### 33.1 POPIA DEFINITIONS

Definitions & Interpretation for this section of the Agreement; the following expressions shall have the meaning as defined hereunder:

- 33.1.1 **Data Breach** means a suspected or actual breach of data protection or security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 33.1.2 **Data Protection Laws** means the data protection laws applicable to Life Line and/or the Service Provider, and POPIA.
- 33.1.3 **Data Subject** shall have the meaning ascribed to it in terms of POPIA.
- 33.1.4 **Good Industry Practice** means the exercise of the professional standard of skill, care, diligence, prudence and reasonable foresight as may reasonably be expected from the Service Provider for the type of services provided by them.
- 33.1.5 **Personal Data** means any information relating to an identified or identifiable person as further defined in the Data Protection Laws and that is provided by Life Line or by any affiliate of Life Line, or collected by the Service Provider on Life Line's behalf or on behalf of any affiliate of Life Line.
- 33.1.6 **POPIA** means the Protection of Personal Information Act (Act No. 4 of 2013), as amended from time to time.
- 33.1.7 **Processing of Personal Data** is the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction in the meaning of the Data Protection Laws and as further specified in this Agreement. "Process", "Processes" and "Processed" will be construed accordingly.

### 33.2 PROCESSING OF PERSONAL DATA

- 33.2.1 Between the Parties, Life Line solely determines the purposes and manner of the Processing of Personal Data and the Service Provider Processes the Personal Data solely on behalf of and in the interests of Life Line.
- 33.2.2 Life Line shall be responsible for the lawfulness of the Processing under the Data Protection Laws applicable to Life Line's Processing of Personal Data, including in particular, the lawfulness of the transfer of Personal Data to Service Provider for the purposes of this Agreement.
- 33.2.3 The Service Provider shall Process any Personal Data collected only for Life Line's purposes and for no other purposes. The Service Provider shall not use any Personal Data for any of its own purposes or for any purposes of a third party, including commercial, analytical or statistical purposes. This shall also apply in relation to any pseudonymized or anonymized data, information, business secrets and know-how derived from the Personal Data. Any such information shall be deemed as confidential information of Life Line.

### 33.3 OWNERSHIP OF PERSONAL DATA

- 33.3.1 Between the Parties, Life Line shall be the sole owner of all Personal Data Processed and collected by the Service Provider on Life Line's behalf.
- 33.3.2 The Service Provider shall not acquire any rights or interest in Life Line's Personal Data or pseudonymized or anonymized data, information, business secrets or know-how derived from the Personal Data.

### 33.4 INSTRUCTIONS OF Life Line

- 33.4.1 The Service Provider shall only Process and use the Personal Data in accordance with instructions of Life Line and the applicable Data Protection Laws.
- 33.4.2 Life Line may at any time give instructions to the Service Provider regarding the Processing of the Personal Data. Instructions may be changed, amended or replaced by Life Line at any time either generally and/or on a case-by-case basis. The Service Provider shall without undue delay comply with any such instructions.
- 33.4.3 Any instructions shall generally be given in writing or in electronic format (e.g. by e-mail). In case of imminent danger or urgency, Life Line may give instructions orally (e.g. by phone), provided that BRISK shall confirm any such instructions in writing or in electronic format as soon as reasonably possible thereafter.



Life Line

Registration number: 2016/293285/07

260 Marshall Street

Fauna Park

POLOKWANE

0699

999

[info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

- 33.4.4 All instructions regarding the Processing of Personal Data shall be given only by the designated personnel of BRISK to the designated personnel of the Service Provider. Life Line and the Service Provider will inform each other about the authorised personnel for these purposes.
- 33.4.5 Where the Service Provider believes that compliance with the instructions of Life Line would result in a violation of any Data Protection Law, the Service Provider shall immediately inform Life Line thereof and request Life Line's decision. The Service Provider may suspend the implementation of any instructions until Life Line has either confirmed or changed the relevant instructions.
- 33.4.6 The Service Provider shall have no withholding rights or other rights to refuse compliance with Life Line's instructions regarding the handling of Personal Data. This applies in particular as regards instructions and requests of Life Line regarding correction, alternation, pseudonymisation, anonymization, disclosure, making available, restriction, erasure, destruction or return of Personal Data.

### 33.5 GENERAL OBLIGATIONS OF THE SERVICE PROVIDER

- 33.5.1 The Service Provider shall maintain all Personal Data as strictly confidential and shall not disclose the Personal Data to, or allow access by, any unauthorized third Parties, unless required to do so by mandatory laws applicable to the Service Provider.
- 33.5.2 The Service Provider shall notify Life Line without undue delay after becoming aware of a Data Breach. The notification shall describe the nature of the Data Breach and include where possible, the categories and approximate number of Data Subjects concerned, and the categories and approximate number of personal data records concerned.

## 34 AUTHORISED SIGNATORIES

SIGNED by **LifeLine (PTY) LTD** on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
For and on behalf of and as Duly Authorized by LifeLine (PTY) LTD.

### WITNESSES:

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SIGNED by the **SERVICE PROVIDER** on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_  
For and on behalf of and as Duly Authorized by the Service Provider

### WITNESSES:

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_ SIGNATURE \_\_\_\_\_

## ANNEXURE A

### DESCRIPTION OF SERVICES

#### 1. EMERGENCY SERVICES

- 1.1 In the Event of a Client requiring Emergency Services as a result of an Emergency, the Service Provider shall on request from Life Line (who will be the authorising entity):
  - 1.1.1 Activate and dispatch a Rapid Response Vehicle or Ambulance to the scene of the Emergency;
  - 1.1.2 Provide emergency care on scene
  - 1.1.3 Provide transportation from the scene of the Emergency to the closest most appropriate medical facility for further medical care by a private or provincial service provider depending on clause 1.1.3.1 below.
    - 1.1.3.1 The appropriate facility is dependent on available information regarding the Client's medical funding profile (i.e. type of medical aid, or potential absence of medical aid) and clinical condition determined by the highest qualified paramedic at the scene of the Medical Emergency but always subject to the approval and instruction from the Life Line Emergency Call Centre who holds relevant information regarding the medical funding profile of the Client.
  - 1.1.4 On scene services will include inter alia:
    - 1.1.4.1 Emergency treatment including the expending of consumables;
    - 1.1.4.2 Stabilisation of and / or where applicable the Client.
  - 1.1.5 For the duration of the entire agreement, the Service provider will be assumed to operate professionally and with the equipment, required by DoH, HPCSA, PSIRA and / or any other Regulatory / Governing bodies.
  - 1.1.6 All equipment to be maintained, serviced and / or calibrated according to relevant regulations and / or manufacturer specifications, and to be always clean and in good working condition.
  - 1.1.7 For the duration of each call attended, for the duration of this contract, the Service Provider is to provide Life Line with access to an appropriate mobile device (Cellular phone, Tablet, iPad, Notebook, Laptop etc) on any vehicle / aircraft dispatched by Life Line, for the purposes of the Life Line App.
  - 1.1.8 In the event that the mobile device on the vehicle / aircraft is unavailable due to damage and / or no network coverage, or any other unforeseeable reason, the Service Provider endeavours to forthwith establish other means of providing accurate, current information regarding location, and call status etc to Life Line.



## ANNEXURE B

### KEY PERFORMANCE INDICATORS

The Service Provider undertakes to adhere to the following:

#### 1 CALL CENTRE (or CALL TAKING) SERVICE LEVELS

- 1.1 80 % (eighty percent) of all calls received should be answered within 20 (twenty) seconds;
- 1.2 90 % (ninety percent) of all first calls should be resolved;
- 1.3 The lost / abandon rate of calls should not be more than 5 % (five percent);
- 1.4 The average call-in-waiting should not exceed 60 (sixty) seconds.

#### 2 RESPONSE TIMES

- 2.1.1 Primary response – mobile by road Two(2) minutes
- 2.1.2 Primary response – mobile by air within [10] minutes;

- 3 Any delays or hindrances, foreseeable or not in Service delivery, need to be communicated as soon as is reasonably possible to Life Line.
- 4 The Service Provider may not further outsource any services in the event of their own resources being unavailable unless agreed to by Life Line on a case-by-case basis. If not agreed, Life Line will, at their own discretion, select an alternative provider.



Life Line  
Registration number: 2016/293285/07  
260 Marshall Street  
Fauna Park  
POLOKWANE  
0699  
☎ 999  
✉ [info@lifelineapp.co.za](mailto:info@lifelineapp.co.za)

## ANNEXURE C

### SERVICE PROVIDER RATES AND FEES SCHEDULE

< Please list your rate(s) & fee(s) >



## ANNEXURE D

### AIR AMBULANCE (HELICOPTER) ACTIVATION CRITERIA

1. Head Injuries with an initial Glasgow Coma Scale (GCS) of between 5 and 12 out of 15, or with focal neurological deficit;
2. Stroke Patients where time to a stroke centre can be significantly reduced by air transport;
3. Hypotensive Patients with a systolic blood pressure of less than 80mmHg despite attempted hemorrhage control. Fluid resuscitation and or inotropic support;
4. Respiratory Distress despite oxygenation, where advanced airway management or mechanical ventilator support is deemed necessary;
5. Suspected myocardial Infarction or unstable Arrhythmia where time to definitive care can be significantly reduced by air transport;
6. Obstetric / Neonatal Emergencies where specialist care is not immediately available;
7. Suspected Spinal Injury with or without neurological deficit, where transfer times by road are extended or terrain may prove detrimental to patient outcomes;
8. Threatened Limbs with significant vascular compromise;
9. Penetrating Trauma to head, neck, thorax and/or abdomen underlying organs or vascular structures;
10. Burns in adults with a Body Surface Area (BSA) of 20% to 80% or in children with a BSA of 10% or more, or burns to the face, neck and chest with potential airway compromise;
11. Refractory Anaphylaxis;
12. Electrocution with unstable arrhythmia or neurological deficit;
13. Hypothermia  $<35^{\circ}\text{C}$  or Hyperthermia  $>40^{\circ}\text{C}$  patients requiring advanced interventions and/or management, not immediately available;
14. Life Threatening Medical Conditions that require advanced interventions and/or management that is not immediately available;
15. Any Significant Medical Condition where the expertise of medical flight crew is likely to benefit patient outcomes.