

## Valere Inside

Glen Eagle Estate  
Kempton Park  
1619

M: +27790561423

E: [traceybf@valereinside.co.za](mailto:traceybf@valereinside.co.za)

W: [www.valereinside.co.za](http://www.valereinside.co.za)



### SERVICE LEVEL AGREEMENT (SLA)

Between

Valere Inside (Pty)Ltd and \_\_\_\_\_

Effective Date: \_\_\_\_\_

#### 1. PARTIES

This Service Level Agreement ("Agreement") is entered into between:

**Valere Inside (Pty) Ltd**

**Registration Number:** 2025/539927/07

**Physical Address:** Glen Eagle Estate, Kempton Park 1619

**Website:** [www.valereinside.co.za](http://www.valereinside.co.za)

(Hereinafter referred to as "**Service Provider**")

**And**

**Registration Number:** \_\_\_\_\_

**Physical Address:** \_\_\_\_\_

**Website:** \_\_\_\_\_

(Hereinafter referred to as "**Client**")

Collectively referred to as the "**Parties**".

#### 2. PURPOSE

The purpose of this SLA is to define the **scope, standards, and expectations** for the training services provided by the Service Provider to the Client. This Agreement ensures predictable, high-quality delivery, accountability, and clarity on responsibilities, outputs, reporting, governance, pricing, and compliance with applicable South African legislation (*including tax, data protection, and labour law*).

#### 3. DEFINITIONS

**3.1 "Training Services"** means all instructional, facilitation, assessment, curriculum development, workshop delivery, reporting, and related services as agreed in the Statement of Work (SOW).

**3.2 "SOW"** means the Statement of Work attached as *Annexure A* detailing services, deliverables, timelines, milestones, and fees.

**3.3 "Service Levels"** means the performance standards, KPIs, and targets the Service Provider agrees to meet.



**Director: Tracey B Fidler**  
**Valere Inside (Pty) Ltd Reg: 2025/539927/07**  
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**Membership: 15076**

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### **4. SCOPE OF SERVICES**

The Service Provider agrees to deliver:

- Needs analysis and training design aligned with Client requirements
- Training content and materials
- Delivery of training sessions (*virtual/in-person*)
- Assessments and evaluation reports
- Post-training feedback and recommendations

Details are set out in *Annexure A (SOW)*.

### **5. SERVICE LEVELS & PERFORMANCE MEASURES**

<b>Metric</b>	<b>Standard / Target</b>
Training readiness ( <i>materials completed</i> )	Minimum 5 working days before delivery
Trainer attendance rate	≥ 98%
Participant satisfaction score	Average 80%+
Delivery completion	As per agreed timelines in SOW
Reporting turnaround	10 working days after training dates

Performance will be measured via attendance registers, feedback forms, schedules, reports, and agreed KPIs.

### **6. RESPONSIBILITIES OF THE SERVICE PROVIDER**

The Service Provider shall:

- a) Deliver services with reasonable skill, care, and diligence;
- b) Ensure instructors are suitably qualified and experienced;
- c) Provide materials in accessible formats;
- d) Report progress to the Client;
- e) Comply with applicable laws, including the **Protection of Personal Information Act (POPIA)**, tax laws, and employment practices.

### **7. RESPONSIBILITIES OF THE CLIENT**

The Client shall:

- a) Provide accurate information and access needed to deliver services;
- b) Respond within agreed times to queries;
- c) Ensure participant attendance and cooperation;
- d) Pay fees in accordance with Section 8 below;
- e) Support logistical arrangements for in-person sessions.



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### **8. FEES, PAYMENT & TAX**

- a) Fees are as outlined in *Annexure A – SOW*;
- b) All fees are exclusive of VAT; VAT at the applicable rate will be added once legally required / registered
- c) Payment terms are **50% Deposit and balance on completion of project / 30 days from invoice date**, unless otherwise agreed in writing;
- d) Invoices shall be delivered electronically to the designated contact;
- e) Late payments will attract interest at **2% per month** above the prime lending rate.

**Tax Compliance:** Both parties warrant they are tax compliant with the South African Revenue Service (SARS).

### **9. CONFIDENTIALITY & DATA PROTECTION (POPIA)**

- a) Each Party shall treat all proprietary information as confidential and not disclose it without written consent;
- b) Personal information processed in connection with services shall be protected in accordance with the **Protection of Personal Information Act (POPIA)**;
- c) The Service Provider may only process Personal Information for purposes of delivering the Training Services;
- d) Both Parties shall implement appropriate technical and organisational measures to protect personal data.

### **10. DATA PROTECTION & AI USAGE**

Valere Inside is committed to the protection of personal information in accordance with the **Protection of Personal Information Act (POPIA)**. We take all reasonable and necessary technical and organizational measures to ensure the integrity and confidentiality of data under our control. This includes, but is not limited to, the use of secure AI processing environments where 'Activity Tracking' and 'Data Training' features are disabled to prevent the permanent storage or secondary use of confidential information by third-party model providers. While we leverage advanced technologies to enhance our services, we maintain a 'privacy-by-design' approach to ensure that your proprietary data remains protected to the best of our ability and is never utilized to train public machine-learning models.

### **11. INTELLECTUAL PROPERTY**

- a) Materials developed by the Service Provider remain its intellectual property, except where rights are transferred in the SOW;
- b) The Client may use training materials internally but shall not reproduce or distribute them outside the organisation without written permission;
- c) If content is co-developed, rights and usage will be defined in *Annexure A*.



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### **12. WARRANTIES & DISCLAIMERS**

- a) Each Party warrants that it has full corporate authority to enter into this Agreement;
- b) The Service Provider makes no warranties regarding business outcomes, only service delivery standards;
- c) Except for willful misconduct or gross negligence, neither party shall be liable for indirect or consequential losses.

### **13. LIMITATION OF LIABILITY**

- a) Service Provider's maximum liability under this Agreement shall not exceed the total fees paid by the Client in the 12 months preceding the event giving rise to the claim;
- b) This clause survives termination.

### **14. TERM & TERMINATION**

- a) This Agreement commences on the Effective Date and continues until all services under *Annexure A* are complete, or terminated by either Party;
- b) Either Party may terminate with **30 days written notice**;
- c) Termination for cause may occur if a Party materially breaches the Agreement and fails to remedy within 14 days of notice;
- d) On termination, the Service Provider shall hand over all completed work and outstanding deliverables; the Client shall pay all fees due.

### **15. GOVERNING LAW & DISPUTE RESOLUTION**

- a) This Agreement is governed by the laws of the Republic of South Africa;
- b) Any dispute shall first be addressed in good faith through negotiation;
- c) If unresolved, disputes will be referred to mediation;
- d) If mediation fails, either party may pursue litigation in a competent South African court.

### **16. FORCE MAJEURE**

Neither Party shall be liable for delays caused by events beyond reasonable control (e.g., *natural disasters, strikes, pandemics*), provided the affected party promptly notifies the other.

### **17. NOTICES**

All notices shall be in writing and delivered via email or registered mail to the addresses set out above.

### **18. ENTIRE AGREEMENT**

This SLA, including *Annexure A – Statement of Work*, constitutes the full, binding agreement between the Parties and supersedes all prior agreements relating to the subject matter.



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**SIGNATURES – Service Level Agreement**

**Valere Inside (Pty) Ltd**

**Name:** \_\_\_\_\_

**Title (Authority):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title (Authority):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**\* ANNEXURE A – STATEMENT OF WORK (SOW)**

*(Insert details such as service description, duration, number of sessions, delivery mode, fees, milestones, reporting requirements, KPIs specific to the assignment.)*

**Sources:**

Google  
GenAI  
ValereInside



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