

GRC Contractor Agreement

Practical draft for review by a South African attorney before use.

1. Parties

This Contractor Agreement is between Garden Route Contractors (GRC) and the Contractor identified below.

2. Contractor Details

Contractor/business name: _____

Representative: _____

Address: _____

Contact details: _____

3. GRC Obligations

GRC's role is to promote the Contractor's services within the agreed service area by providing a collective media exposure and advertising platform for participating contractors.

GRC may promote the GRC Contractor Network through social media, digital platforms, published media, marketing campaigns and other suitable advertising channels.

GRC will manage and coordinate the legal and financial administration relating to projects brought to the Contractor through GRC. This may include managing the customer relationship, quotations, project documentation, invoicing, payment collection, contractor payments and project records.

GRC does not guarantee a specific number of leads, projects, customers or income.

4. Contractor Obligations

The Contractor agrees to:

- Provide accurate business, service, qualification and experience information.
- Perform accepted work professionally, safely and lawfully.
- Honour accepted quotations and project commitments.
- Communicate honestly and promptly with GRC and the customer.
- Keep GRC informed of progress, delays, problems and completion.
- Follow the agreed GRC legal and financial administration process.

- Submit project quotations, invoices, completion information and supporting documents through GRC where required.
- Not undermine, bypass or interfere with GRC's customer relationship, project administration or financial process for work introduced or arranged by GRC.
- Not approach or contract directly with a customer introduced by GRC in a manner intended to avoid GRC's agreed role or management margin.
- Not request or accept direct customer payment for a GRC-managed project without GRC's prior written approval.
- Refer complaints, payment issues, scope changes and disputes relating to GRC projects to GRC.
- Not make commitments on behalf of GRC without written approval.
- Protect GRC's reputation and commercial interests.

5. GRC-Introduced Work

GRC-introduced work means any project, customer enquiry, lead, quotation or contract that comes to the Contractor through GRC's advertising, marketing, website, customer network, representatives or project administration.

GRC remains entitled to its agreed management margin or other agreed income on GRC-introduced work, whether completed as one project or divided into separate sub-projects or quotations.

Any additional sub-project arising from a GRC-introduced customer must be recorded in a separate quotation accepted by the customer and attached to the relevant Customer Project Contract as an annexure.

6. Non-Circumvention

The Contractor must not deliberately bypass GRC or use information obtained through GRC to avoid GRC's agreed role, management margin, administration process or financial entitlement.

This restriction applies during participation in the GRC Contractor Network and for a reasonable period after leaving the network in relation to customers, leads and projects introduced through GRC.

This clause does not prevent the Contractor from carrying on ordinary business with customers or contacts independently known to the Contractor before introduction through GRC.

7. Signatures

Contractor signature: _____ Date: _____

GRC representative: _____ Date: _____