

FICA CLIENT (SOCIETY MEMBER) DETAILS FORM AND FEE AGREEMENT

Full Names and Surname:	
GSSA Membership number	
Identity number:	
Home address:	
Postal Address:	
Work address:	
Telephone number: (Home)	
Telephone number: (Work)	
Cellular phone number:	
Fax Number:	
E-mail address:	
Next of Kin contact details	
Name & Surname	
Contact number:	

1. This agreement is entered into between the **TECHNICAL LIBRARY** and the undersigned Society Member.
2. The Society Member hereby indemnifies the Technical Library and/or the appointed legal representatives and/or its owners, employees and/or Agents against any claim whatsoever which may be made in respect of any loss, damages, death or other injury arising out of any activity carried out by the Technical Library, save where such loss, damages, death or injury arises as a result of the negligence and/or wilful misconduct of such persons.
3. The Society Member is liable for payment of the Technical Library's account directly to the Technical Library.
4. The Technical Library charges for any and all services according to the following table:

SERVICE	FEE
Access to catalogue (on request)	Free
Monthly bulletin	Free
In-depth enquiries	R300.00 per half hour
Items supplied from library collection Bulletin Articles Journal Articles Conference Papers Chapter Books	10 items per month free, thereafter R50.00 per item to a maximum of 20 items per month
Books on loan	R100.00 per book
Inter-library loans – National	R100.00 per item

5. **ADDITIONAL SERVICES**

The Technical Library provides additional discounted service, for a fee of R250.00 per month. The additional services include:

One free in-depth enquiry per month
R50.00 per book on loan

The additional service is required: _____ YES / _____ NO

Signature of Society Member

6. The Technical Library is a VAT Vendor. All fees listed above are exclusive of VAT. The Technical Library shall charge VAT on all fees.
7. The fees listed above shall increase each year, according to the Consumer Price Index.
8. The account to be paid at the offices of the Technical Library upon receipt of invoice,
9. Any notice which may or must be given to the Society Member may be addressed to the Society Member at the home address mentioned above, which address is selected as the Society Member's *domicilium citandi et executandi*, for all notices and processes served in terms of this document.
10. Any notice which may or must be given to the Technical Library may be addressed to the Technical Library at Chamber of Mines Building, 7th Floor, 5 Hollard Street Johannesburg, which address is selected as the Technical Library's *domicilium citandi et executandi* for all notices and processes served in terms of this document.
11. The Society Member undertakes to advise the Technical Library in writing of any change of contact details. Should the Society Member fail to notify the Technical Library all notices served at the address mentioned above will be deemed to have been properly served.
12. The Technical Library shall be entitled to charge interest at the rate of 15,5 % per annum on any overdue accounts from the day they become due. Should the Technical Library decide not to charge interest, this decision shall not constitute a waiver of this clause.
13. In the instance of the Society Member being a Legal Entity, the Representative above hereby binds him/herself jointly and severally in favour of the Technical Library as surety for and co-principal debtor *in solidum* with the Society Member for the due payment of every sum of money which may now or at any time hereafter be or become owing by the Debtor to the Creditor from whatsoever cause or causes arising, and for the due performance of every other obligation, howsoever arising, which the Society Member may now or at any time hereafter be or become bound to perform in favour of the Technical Library and renounce the benefits of the legal exceptions "*excussion*", "*division*", "*cession of action*", "*non causa debiti*", "*no value received*", "*revision of accounts*" and "*de duobus vel pluribus reis debendi*", with the full meaning and effects whereof I declare myself to be acquainted.
14. In the event that the Technical Library institute legal action against the Society Member, in the event of an outstanding account, the Society Member agrees that a statement of the Technical Library shall suffice as proof of the claim and the Society Member renounce the benefits of having the account taxed. The Society Member agrees to be liable for costs of proceedings to be calculated on an attorney and client scale.

15. The Society Member agrees that the whole cause of this agreement and all incidental aspects thereof arose within district's jurisdiction where this agreement is signed.
16. The Society Member agrees that the Technical Library, or its representatives, may attend to any necessary ITC and/or Credit checks on the Society Member and the signing of this document constitutes consent.
17. This Agreement replaces any older agreement between the parties and supersedes any other agreement entered into between the parties on the same date this agreement is entered into, this agreement further constitutes the sole and entire agreement between the parties, and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect unless a later similar agreement entered into between the parties in writing and signed by both parties.

SIGNED at _____ on this _____ day of _____ 20_____.

Signature of Society Member

obo the Technical Library