HONEYBUSH RELATIONAL AGREEMENT TEMPLATE

Between:

SUPPLIER[[1]](#footnote-1): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and

BUYER[[2]](#footnote-2): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. PARTIES

(Write who the people making the agreement are. The agreement could be between two people or two companies or between a person and an organisation.)

SUPPLIER

Name and Surname[[3]](#footnote-3):

Organisation/Company name:

ID/ Registration number[[4]](#footnote-4):

Physical Address:

Contact number:

Email:

BUYER

Name and Surname[[5]](#footnote-5):

Organisation/Company name:

ID / Registration number[[6]](#footnote-6):

Physical Address:

Contact number:

Email:

1. PURPOSE OF THE AGREEMENT

(Write down the big picture of what you intend to accomplish together)

1. ROLES

(This is where we define the duties, responsibilities and commitment of everyone)

## The supplier will be responsible for….

## The buyer will be responsible for

1. DELIVERABLES

(Write down what you promise to do, such as doing something on time, delivering the right quantities, paying invoices on time, etc.)

## The supplier will deliver…

## The buyer will pay…

1. MEASURES OF SUCCESS

(Here we must try to record what a happy relationship for each of us will look like.)

## The supplier will be happy as long as…

## The buyer will be happy as long as….

1. CONCERNS, RISKS AND FEARS

(Here we say what our concerns, risks and fears are.)

## The supplier worries that…

## The buyer worries that….

1. RENEGOTIATION OR ENDING THE AGREEMENT

(Here we write the process for how we can make changes to this agreement or end it.)

This agreement will bind us for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[[7]](#footnote-7)

We will give each other \_\_\_\_\_\_\_\_\_ days[[8]](#footnote-8) notice if we must cancel the agreement.

If we need to change the terms of the agreement, we will discuss them, but no changes will be agreed until we have written them down and signed them.

1. CONSEQUENCES

(Here we need to write what the consequences will be if a party does not keep to their promises.)

## If the Buyer does not deliver as promised, the negative consequences for the supplier will include …

## If the Supplier does not deliver as promised, negative consequences for the buyer will include….

1. CONFLICT RESOLUTION

(Here we will write what will happen if there is something we do not agree on.)

We commit to continue to talk to each other if there is a dispute, and that if we cannot resolve it between ourselves, we will ask a mediator to help us.

If we cannot agree on a mediator, then we agree now already that we will ask \_\_\_\_\_\_\_\_\_\_\_\_\_[[9]](#footnote-9) to help us as a mediator, and we promise now that we will participate in the mediation in good faith.

1. ARE WE READY TO AGREE?

Have we asked all the questions. Has anything been left unsaid. Are we avoiding something?

1. ANY OTHER CLAUSES

(Here we can put any other legal clauses that we need to include for administration reasons.)

Any change to this agreement or extension of time of this agreement will not be binding unless it is in writing and signed by both parties.

This agreement is governed, interpreted and enforced according to the laws of South Africa.

If one part of this agreement is found to be invalid by a court, the other parts of the agreement is still valid.

1. SIGNATURES

**SUPPLIER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SIGN HERE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE NOTE THE DATE OF SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

and

**BUYER \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE SIGN HERE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PLEASE NOTE THE DATE OF SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

ANNEXURE A – WE USE THIS IF WE DID NOT HAVE ENOUGH SPACE IN THE TEMPLATE

Both parties Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ANNEXURE B – WE USE THIS IF WE AGREE TO ANY CHANGES

Both parties Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Only add your name if you are acting in your personal capacity, in other words, you are not acting for a company. If the supplier is acting in their personal capacity, they add their own name. If the supplier is acting on behalf of a company, they add the name of the company. [↑](#footnote-ref-1)
2. Only add your name if you are acting in your personal capacity, in other words, you are not acting for a company. If the buyer is acting in their personal capacity, they add their own name. If the buyer is acting on behalf of a company, they add the name of the company. [↑](#footnote-ref-2)
3. Only add your name if you are acting in your personal capacity, in other words, you are not acting for a company. [↑](#footnote-ref-3)
4. If you are acting for a company, you must add the name and the company’s registration number, if you are acting in your personal capacity, you can add your ID [↑](#footnote-ref-4)
5. Only add your name if you are acting in your personal capacity, in other words, you are not acting for a company. [↑](#footnote-ref-5)
6. If you are acting for a company, you must add the name and the company’s registration number, if you are acting in your personal capacity, you can add your ID [↑](#footnote-ref-6)
7. The agreement can be for a fixed period, or indefinitely. [↑](#footnote-ref-7)
8. If the agreement is for an indefinite period (without a clear end date), you should consider what a reasonable time for a notice to cancel would be so that there is enough time for both parties to limit the consequences of ending the agreement. [↑](#footnote-ref-8)
9. Add the name of someone who has some skill and experience in facilitating disputes and who you both respect. Remember, a mediator does not decide who is right or wrong, a mediator can only try to help the parties reach each an agreement. [↑](#footnote-ref-9)