

VECTOROX GENERAL TERMS AND CONDITIONS OF SERVICE

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1. INTRODUCTION

1.1. Purpose

These General Terms and Conditions of Service (hereinafter referred to as the "Terms") govern the provision of all goods and services provided by Vectorox Proprietary Limited (hereinafter referred to as "Vectorox") to its customers. By engaging with or utilising any of Vectorox's services or products, the customer agrees to be bound by these Terms, as well as any additional specific agreements related to the services or goods offered.

1.2. Applicability

These Terms apply to both the sale of goods and services as well as the provision of connectivity and support services. The document is structured into two main parts:

Part A: Sale of Goods and Services

Part B: Connectivity and Support Services

1.3. The customer is advised to carefully review these Terms. If any specific agreement, such as a Service Level Agreement (SLA), conflicts with these Terms, the provisions of the SLA shall take precedence.

2. DEFINITIONS

For the purposes of these Terms, the following definitions shall apply:

"Vectorox" Refers to Vectorox Proprietary Limited, a company registered in accordance with the laws of South Africa with registration number 2011/134900/07 and having its registered address at 98 Van Ryneveld Avenue, Pierre van Ryneveld, Centurion, Gauteng.

"Customer" Means any person or entity that purchases goods or services from Vectorox, including successors and assigns.

"Goods" Refers to any products supplied by Vectorox as described in relevant order forms, invoices, delivery notes, or other documentation issued by Vectorox.

"Services" Refers to the services rendered by Vectorox, which may include the provision of connectivity, installation, maintenance, support, and other related services as described in an SLA or any other agreement entered into between Vectorox and the customer.

"Order" Means a request by the customer to Vectorox to provide goods or services, which may be made in writing or verbally, but must be confirmed by Vectorox.

"Service Level Agreement (SLA)" Means a specific agreement between Vectorox and the customer that outlines the detailed scope of services, service levels, and operational responsibilities.

"Price" Refers to the amount payable by the customer for the goods or services provided by Vectorox, as specified in an order, quotation, or SLA.

"Confidential Information" Refers to all information provided by either party that is identified as confidential or proprietary and is not in the public domain, including technical, business, financial, or operational data.

"Intellectual Property" Refers to all forms of intellectual property owned or created by Vectorox, including but not limited to patents, trademarks, copyrights, designs, and trade secrets.

"Prime Rate" Means the publicly quoted nominal rate of interest per annum charged by ABSA Bank Limited (or its successor), calculated on a nominal annual compounded monthly basis in arrears.

PART A: SALE OF GOODS AND SERVICES

3. GENERAL CONDITIONS

3.1. Scope of Application

These terms apply to the sale of all goods and services provided by Vectorox to the customer. Any order placed by the customer and accepted by Vectorox will be governed by these Terms unless otherwise agreed in writing.

3.2. Orders and Acceptance

3.2.1. All orders for goods and services must be placed by the customer in writing or verbally and must be confirmed by Vectorox in writing for the order to be binding.

3.2.2. Verbal orders are accepted, but Vectorox is not responsible for any errors arising from orders not confirmed in writing by the customer.

3.2.3. Once an order is accepted, the customer may not cancel it without the prior written consent of Vectorox.

3.2.4. Parties may sign the entrance agreement digitally, and such signature will be legally binding as if signed in person.

3.2.5. In the event that the customer is required to sign additional documents with a finance house, Vectorox has no obligation to deliver goods or services until such documents are duly signed. Failure to do so within the required time frame will allow Vectorox to cancel the order and claim damages.

3.3. Pricing and Quotations

3.3.1. All prices for goods and services will be as per the written quotation provided by Vectorox or, if no quotation is provided, at Vectorox's prevailing rates at the time of the order.

3.3.2. Any written quotation is valid for a period of 14 (fourteen) days unless otherwise specified. If the customer does not return a signed agreement within this time period, any signature thereafter will be considered a counter-offer, subject to acceptance by Vectorox.

3.3.3. Vectorox reserves the right to amend prices due to changes in market conditions, exchange rates, material costs, or other factors. Any changes will be communicated to the customer.

3.3.4. Pricing for services and products may be subject to further agreements depending on the nature of the goods or services being provided. These adjustments will be made in writing and confirmed between Vectorox and the customer.

3.4. Non-Completion of Entrance Agreement or SLA

3.4.1. If the customer accepts a quote for goods or services but fails to sign the required entrance agreement or Service Level Agreement (SLA) within 14 (fourteen) days of acceptance, Vectorox reserves the right to charge the customer 25% of the full value of the quote as a cancellation fee.

3.4.2. The cancellation fee shall be invoiced to the customer immediately upon the expiration of the 14-day period. Failure to pay the cancellation fee will result in the suspension of any pending or future services from Vectorox until the fee is settled in full.

3.5. Quote Acceptance

3.5.1. A quote is deemed to be accepted by the customer only once the signed copy of the quote has been returned to and received by Vectorox.

3.5.2. Delivery of the signed quote to Vectorox must occur within the time specified in the quote or otherwise agreed upon in writing. Failure to return the signed quote within the specified period will result in the quote lapsing.

3.5.3. Once a signed quote is received by Vectorox, the quote, along with any applicable terms in the entrance agreement or SLA, shall constitute a binding agreement between the parties.

4. DELIVERY AND RISK

4.1. Delivery of Goods

4.1.1. Delivery of goods will occur at the customer's specified address, as agreed in the order.

4.1.2. Any delivery times provided are estimates, and Vectorox will not be liable for any delays in delivery.

4.1.3. The customer is responsible for all transport costs unless otherwise agreed in writing.

4.1.4. Vectorox may deliver the goods in instalments, if necessary, with each instalment invoiced and paid for separately. Failure to deliver any instalment shall not entitle the customer to cancel the order in its entirety.

4.2. Risk and Ownership Transfer

4.2.1. Risk in the goods passes to the customer upon delivery to the customer's nominated address.

4.2.2. Ownership of the goods remains with Vectorox until full payment has been received.

4.2.3. The customer must ensure that the goods are fully insured from the time of delivery until full payment is made.

4.2.4. If the customer fails to take delivery of the goods at the agreed-upon time, the risk of damage to or loss of the goods will pass to the customer.

4.2.5. Vectorox reserves the right to withhold delivery until payment is made in full for previous orders or services provided.

5. PAYMENT TERMS

5.1. Invoicing and Payment Conditions

5.1.1. Invoices for monthly services will be issued in advance and are payable by the 22nd of each month for any invoice issued on or before the 15th of that month.

5.1.2. If an invoice is issued after the 15th of the month, the invoice is payable within 7 (seven) days of the invoice date.

5.1.3. A payment reminder will be sent on the 22nd of the month if no payment has been received. If the customer has not made payment by the 25th of the month, services will be suspended until payment is received in full.

5.1.4. A reconnection fee of R500 plus VAT will be charged for reinstating services that have been suspended due to non-payment.

5.1.5. The customer is required to inform Vectorox immediately if there are any disputes with the invoice. Failure to notify Vectorox of any dispute within 7 (seven) days of receipt of the invoice will constitute acceptance of the invoice as correct.

5.2. Late Payments and Interest

5.2.1. If the customer fails to make payment by the 22nd of the month (or within 7 days of the invoice date for invoices issued after the 15th), Vectorox reserves the right to charge interest on the outstanding amount at a rate of 2% above the Prime Rate, compounded monthly in arrears.

5.2.2. Vectorox may withhold further goods or services until all overdue payments are settled.

5.2.3. In the event of non-payment, Vectorox reserves the right to cancel any order and claim a cancellation penalty of 25% of the full value of the agreement.

5.3. Third-Party Agreements

5.3.1. If the customer is required to sign additional documentation with a third-party finance house or creditor, Vectorox is under no obligation to provide goods or services until such documentation is fully executed.

5.3.2. If the customer fails to complete the required documentation with the finance house or third party, Vectorox reserves the right to cancel the order and claim any applicable cancellation penalties or damages.

6. WARRANTIES AND LIABILITY

6.1. Product Warranties

6.1.1. Vectorox warrants that the goods provided are free from defects and are suitable for the purpose for which they are intended.

6.1.2. The warranty period is in accordance with the manufacturer's warranty where applicable.

6.1.3. Any claims under this warranty must be made in writing to Vectorox within the warranty period.

6.1.4. The warranty does not cover damage caused by misuse, negligence, or failure to follow the instructions provided by Vectorox or the manufacturer.

6.1.5. Vectorox shall not be liable for any defects in goods resulting from incorrect installation by the customer or third-party contractors not authorised by Vectorox.

6.2. Limitation of Liability

6.2.1. Vectorox's liability for any claim related to goods or services provided will not exceed the amount paid by the customer for the goods or services in question.

6.2.2. Vectorox is not liable for any indirect, special, or consequential damages, including loss of profit, loss of business, or loss of data.

6.2.3. Vectorox shall not be held liable for any delay in the delivery of goods or services due to circumstances beyond its reasonable control, including but not limited to delays caused by suppliers, logistics disruptions, or force majeure events.

6.2.4. The customer agrees to indemnify and hold Vectorox harmless from any claims, damages, or losses resulting from the customer's use or resale of goods or services provided by Vectorox.

7. TERMINATION

7.1. Grounds for Termination

7.1.1. For Month-to-Month Agreements: Either party may terminate the agreement by providing 30 (thirty) days written notice, provided no other agreements such as SLAs are in force.

7.1.2. For Fixed-Term Agreements: Agreements that are not month-to-month will automatically renew for the same period unless the customer provides 90 (ninety) days' written notice prior to the expiry of the current term.

7.1.3. Vectorox may terminate the agreement immediately if the customer breaches these Terms and fails to remedy such breach within 7 (seven) days of receiving written notice.

7.1.4. If the customer cancels the agreement prematurely, Vectorox reserves the right to charge a cancellation fee equal to 25% of the full value of the agreement.

7.1.5. If a customer fails to make payment according to the agreed payment terms, Vectorox may terminate the agreement and recover any goods delivered for which payment has not been received.

7.2. Effects of Termination

7.2.1. Upon termination, the customer will remain liable for any outstanding payments for goods or services already delivered.

7.2.2. If Vectorox has provided goods for which payment has not been received, Vectorox may recover such goods at the customer's expense.

7.2.3. The customer shall also remain liable for any penalties or cancellation fees applicable under these Terms.

7.2.4. Termination of the agreement will not affect the validity of any clauses intended to survive termination, including but not limited to confidentiality, payment of outstanding amounts, and intellectual property rights.

8. RETURNS AND REFUNDS

8.1. Conditions for Returns

8.1.1. The customer may return goods only if they are defective or delivered in error.

8.1.2. Goods must be returned in their original condition and packaging within 7 (seven) days of delivery for a refund or exchange.

8.1.3. Goods that have been used, altered, or damaged by the customer will not be accepted for return.

8.1.4. Custom or special-order goods that have been manufactured to the customer's specifications are not eligible for return unless they are defective or not in accordance with the order.

8.1.5. The customer is responsible for all costs associated with returning goods unless the goods were defective or delivered in error by Vectorox.

8.2. Refund Process

8.2.1. Refunds will only be issued once Vectorox has verified the condition of the returned goods.

8.2.2. Vectorox reserves the right to charge a reasonable restocking fee, where applicable.

8.2.3. Refunds will be processed via the same method used by the customer for the original payment unless otherwise agreed in writing.

8.2.4. No refunds will be processed for services rendered unless Vectorox has failed to meet its obligations under the agreement.

PART B: CONNECTIVITY AND SUPPORT SERVICES

9. SCOPE OF CONNECTIVITY SERVICES

9.1. Service Level Agreements (SLAs)

9.1.1. All connectivity and support services provided by Vectorox will be governed by a Service Level Agreement (SLA) entered into between Vectorox and the customer.

9.1.2. The specific details regarding the scope, duration, and pricing of services will be governed by the accepted quotation, entrance agreement, and/or SLA.

9.1.3. The SLA outlines the specific services to be provided, service levels, operational responsibilities, and any applicable exclusions.

9.1.4. Any modifications to the SLA must be agreed upon in writing by both parties and will only apply to the services detailed in the modified agreement.

9.2. Service Provision and Exclusions

9.2.1. Vectorox will provide connectivity and support services according to the agreed SLA.

9.2.2. The customer is responsible for ensuring compliance with all the customer operational responsibilities set out in the SLA.

9.2.3. Any services outside the scope of the agreed SLA will be provided on an ad hoc basis and charged at Vectorox's prevailing rates unless otherwise specified in the SLA.

9.2.4. Vectorox reserves the right to make changes to the services provided to the customer if such changes do not materially affect the service levels agreed upon in the SLA.

9.3. Failure to Sign Entrance Agreement or SLA

9.3.1. If the customer accepts a quote for connectivity or support services but fails to sign the required entrance agreement or Service Level Agreement (SLA) within 14 (fourteen) days of acceptance, Vectorox reserves the right to charge the customer 25% of the full value of the quote as a cancellation fee.

9.3.2. This cancellation fee shall be invoiced to the customer immediately upon the expiration of the 14-day period, and services may be suspended until payment is received.

9.4. Quote Acceptance

9.4.1. A quote for connectivity or support services is deemed to be accepted by the customer only once the signed copy of the quote has been returned to and received by Vectorox.

9.4.2. Delivery of the signed quote to Vectorox must occur within the time specified in the quote or otherwise agreed upon in writing. Failure to return the signed quote within the specified period will result in the quote lapsing.

9.4.3. Once a signed quote is received by Vectorox, the quote, along with any applicable terms in the entrance agreement or SLA, shall constitute a binding agreement between the parties.

9.5. Remote Support

Remote support, defined as assistance provided by Vectorox technicians through virtual means such as telephone, email, or remote access software, is included as a billable service. All time spent on remote support will be logged and charged at the rates specified in the SLA or on an ad hoc basis as per the terms outlined in these Terms and Conditions.

10. CHARGES AND PAYMENTS

10.1. Monthly Charges and Adjustments

10.1.1. The charges for connectivity and support services will be set out in the SLA and will be payable monthly in advance unless agreed otherwise in the SLA.

10.1.2. All charges are exclusive of VAT, withholding taxes, or other applicable taxes, which the customer is responsible for unless the SLA specifies otherwise.

10.1.3. SLA rates may be subject to adjustment based on prevailing market factors such as increased labour or operating costs. Vectorox will provide the customer with 30 days' notice of any such changes.

10.2. Additional Services and Charges

10.2.1. Any additional services requested by the customer outside the scope of the SLA will be charged at Vectorox's prevailing rates.

10.2.2. If the customer has not entered into an SLA, ad hoc services will be provided at a rate of R650 per hour, with the first hour free.

10.2.3. Any additional services requested by the customer outside the scope of the SLA will be charged at Vectorox's prevailing rates. Charges for services outside the agreed SLA will be invoiced separately. For invoices issued on or before the 15th of the month, payment is due by the 22nd of the same month. For invoices issued after the 15th, payment is due within 7 (seven) days of the invoice date.

10.3. Remote Support Billing

Remote support services, including assistance provided through telephone, email, or other virtual means, will be charged at the applicable rates. For customers not covered under an SLA, remote support will be billed at the ad hoc hourly rate of R650 per hour, with the first hour free."

11. CUSTOMER RESPONSIBILITIES

11.1. Operational Responsibilities

11.1.1. The customer is required to perform the operational functions detailed in the SLA in order to receive the full benefit of the services.

11.1.2. The customer must ensure that Vectorox is provided with reasonable access to premises and systems during business hours or outside business hours where agreed upon for support services.

11.1.3. The customer must ensure that adequate power, backup power, and proper environmental conditions are maintained for any equipment provided by Vectorox.

11.2. Equipment Handling and Risk

11.2.1. Any equipment supplied by Vectorox to the customer remains the property of Vectorox unless otherwise agreed in the SLA.

11.2.2. The customer assumes all risk for the equipment upon installation at the customer's premises and must ensure that it is adequately insured.

11.2.3. The customer must not tamper with, modify, or alter the equipment without prior written consent from Vectorox. Any unauthorised alterations may result in additional charges.

12. INTELLECTUAL PROPERTY AND DATA PROTECTION

12.1. Ownership of Intellectual Property

All intellectual property created or developed by Vectorox in the course of providing services, including but not limited to designs, software, methodologies, and documentation, remains the exclusive property of Vectorox unless otherwise agreed in writing. Any intellectual property rights developed specifically for the customer under the SLA shall be transferred to the customer upon full payment for the services.

12.2. Data Privacy and Protection

Both parties agree to protect all personal information and data exchanged during the provision of services and to comply with all applicable data protection laws, including the Protection of Personal Information Act (POPI) of South Africa. Vectorox will only process personal data in accordance with the customer's lawful instructions and applicable laws.

13. SERVICE TERMINATION AND SUSPENSION

13.1. Termination of Connectivity Services by Vectorox

13.1.1. Vectorox may terminate the SLA if the customer materially breaches any of its obligations under the SLA or these Terms and fails to remedy such breach within 7 (seven) days of receiving written notice.

13.1.2. Vectorox may terminate the SLA immediately in the event of non-payment of any outstanding charges, as outlined in the payment terms of the SLA.

13.1.3. Vectorox may terminate the SLA if the customer becomes insolvent or undergoes liquidation or business rescue proceedings.

13.2. Customer's Right to Terminate

13.2.1. The customer shall not have the right to terminate the SLA before the expiry of the agreed term, except where otherwise agreed in writing by Vectorox.

13.2.2. If the customer wishes to terminate the SLA at the end of the agreed term, a minimum of 90 (ninety) days' written notice must be provided prior to the expiry of the term, as stipulated in the SLA.

13.3. Suspension for Non-payment

13.3.1. All invoices for connectivity services are payable by the 22nd of each month if issued on or before the 15th, or within 7 (seven) days of the invoice date if issued after the 15th of the month.

13.3.2. A payment reminder will be sent on the 22nd of the month if no payment has been received. If the customer has not made payment by the 25th of the month, services will be suspended until payment is received in full.

13.3.3. A reconnection fee of R500 plus VAT will be charged for reinstating services that have been suspended due to non-payment.

13.3.4. Services will be reinstated once full payment of outstanding amounts is received, and Vectorox is under no obligation to provide any compensation for the period of suspension.

14. DISPUTES AND BREACH

14.1. Handling Disputes

14.1.1. In the event of a dispute arising out of or in connection with the services provided under the SLA or these Terms, the parties will first attempt to resolve the dispute through good faith negotiations.

14.1.2. If the dispute cannot be resolved through negotiation within 14 (fourteen) days of the dispute being raised, either party may escalate the matter to a senior management representative of the other party for further resolution.

14.1.3. If the dispute remains unresolved for a further 14 (fourteen) days after escalation, either party may refer the matter to arbitration, or pursue any legal remedies available under South African law.

14.2. Arbitration

14.2.1. Any unresolved disputes may be referred to arbitration by mutual agreement between the parties. Arbitration will be conducted in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA), and the decision of the arbitrator will be final and binding.

14.2.2. The arbitration shall take place in Pretoria, or such other location as agreed upon by the parties, and the proceedings shall be conducted in English.

14.3. Breach

14.3.1. If either party breaches any material terms of these Terms or the SLA and fails to remedy such breach within 7 (seven) days of receiving written notice from the non-breaching party, the non-breaching party may:

14.3.1.1. Terminate the agreement with immediate effect; and/or

14.3.1.2. Claim damages from the breaching party for any losses suffered as a result of the breach.

14.3.2. Vectorox's liability for any claim arising from a breach will be limited to the total amount paid by the customer for the services in the 3 (three) months preceding the event giving rise to the claim.

15. GENERAL PROVISIONS

15.1. Severability

If any provision of these Terms or the SLA is found to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision will be interpreted in such a way as to give effect to the intent of the parties as far as possible.

15.2. No Waiver

Failure by either party to enforce any provision of these Terms or the SLA shall not constitute a waiver of such provision or the right to enforce it at a later time. Any waiver must be in writing and signed by the party granting the waiver.

15.3. Entire Agreement

These Terms, together with the accepted quotation, entrance agreement, and/or SLA, constitute the entire agreement between the parties and supersede all prior agreements, understandings, or representations, whether written or oral, relating to the subject matter of this agreement.

15.4. Amendments

No amendment or modification of these Terms or the SLA shall be valid unless agreed to in writing and signed by both parties.

15.5. Assignment

The customer may not assign or transfer its rights or obligations under these Terms or the SLA without the prior written consent of Vectorox. Vectorox may assign its rights and obligations to any affiliate or successor without the customer's consent.

15.6. Survival

The provisions relating to confidentiality, intellectual property, limitation of liability, and any other clauses that by their nature are intended to survive the termination of the agreement will remain in effect after termination.

16. CONFIDENTIALITY

16.1. Obligations of Confidentiality

Both parties agree to maintain the confidentiality of all proprietary and confidential information disclosed during the course of the agreement. This obligation applies for the duration of the agreement and continues for 5 (five) years after its termination unless otherwise agreed.

16.2. Confidential information does not include information that is publicly available, obtained independently, or required to be disclosed by law.

17. FORCE MAJEURE

17.1. Force Majeure Event

Vectorox shall not be liable for any failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, including but not limited to acts of God, labour strikes, government regulations, pandemics, or other events deemed to be a "Force Majeure Event."

17.2. Suspension of Obligations

During a Force Majeure Event, Vectorox's obligations under the agreement will be suspended for the duration of the event. The customer will not be entitled to claim compensation for any delays or non-performance caused by the Force Majeure Event.

17.3. Termination Due to Force Majeure

If a Force Majeure Event continues for more than 30 (thirty) days and the parties cannot agree on how to proceed, either party may terminate the agreement with immediate effect by giving written notice.

18. NOTICES

18.1. Method of Notices

Any notice required under these Terms or the SLA must be in writing and delivered to the other party's designated address or email.

18.2. Notices sent by hand will be deemed received on the date of delivery. Notices sent by registered mail will be deemed received within 5 (five) business days. Notices sent by email will be deemed received on the same business day, or the next business day if sent outside business hours.

19. JURISDICTION AND APPLICABLE LAW

19.1. Governing Law

These Terms and any related agreements shall be governed by and construed in accordance with the laws of the Republic of South Africa.

19.2. Jurisdiction

The parties agree to submit to the exclusive jurisdiction of the courts of South Africa for the resolution of any disputes arising under or in connection with these Terms or any related agreements.

LAST UPDATED: 1 OCTOBER 2024