



General Terms and Conditions

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The following General Terms and Conditions have been published on **1 June 2019** and apply to all service agreements (“MANDATES”) already concluded or to be concluded after this date between a client (“CLIENT”) and any of the South African companies and subsidiaries within the Into SA Group (“CONSULTANT”):

0. **MANDATES**

Any Mandate is deemed to be entered into and to come into full force and effect on the date a written mandate has been signed by the last party or payment has been made in respect of a service quote or invoice and shall cease with the lapse of the agreed notice period commencing on the date termination notice is given by either party.

1. **DESCRIPTION OF SERVICES**

During the duration of any MANDATE the CONSULTANT shall assist the CLIENT with the compilation of the legally required documents and the drafts of any application for the respective permit or visa as well as with the draft of any other legal document, be it in support of an application or on their own. This includes the necessary consulting done prior or during the MANDATE. The Facilitation of third-party services or products is not part of the associated consulting and will be undertaken against separate instruction and will attract separate fees.

2. **PERFORMANCE OF SERVICES**

- 2.1 The manner in which the SERVICES are to be performed and communication of such are in the sole discretion of the CONSULTANT.
- 2.2 The CLIENT will rely on the CONSULTANT to spend as many hours as may be reasonably necessary to fulfil his obligations under any MANDATE.

3. **FEE STRUCTURE AND INVOICING**

- 3.1 The total service fees, remuneration and disbursements (“FEES”) charged by the CONSULTANT are communicated to the CLIENT prior to the commencement of any MANDATE via Email, WhatsApp or other communication media. Signing a MANDATE or payment of any of the deposits under clause 3.2 constitute the formal conclusion of a MANDATE for the fees invoiced or quoted.
- 3.2 Unless not stated to the contrary in clause 18, then at least 75% of the FEES as stipulated in clause 3.1 associated with each MANDATE are due on instruction given to the CONSULTANT by the CLIENT prior to any commencement of work. The balance of the FEES is due upon completion of the service. Completion is usually achieved with the hand-over of the requested document or document draft and with regard to any application with submission of same, either by the CLIENT or by the CONSULTANT

- 3.3 Any reimbursements – as far as not included in the original quotation or invoice – will be invoiced separately and are due on presentation of the respective invoice. Unless quoted differently, a general disbursement for postage and petties covering consumables and costs for telephone or facsimile communication is levied per service or service package in amount of ZAR 1 500, increasing annually by 10%.
- 3.4 Payments shall be made into the account as stated in the Quotation or Invoice submitted by the CONSULTANT from time to time by way of an EFT .Payments have to be made free of bank charges, deductions and exchange rate losses in the nominated currency and any fees charged by the receiving financial institution shall be for the CLIENT's account.
- 3.5 All FEES in terms of clause 3.1 and the general disbursement in terms of clause 3.3 attract 15% Value-added Tax (VAT); reimbursement of third-party fees and costs are passed on to the CLIENT without VAT levied thereon.
- 3.6 Where the CLIENT is a company or a third party entering into a MANDATE for the benefit of any individual and the company or third-party defaults on any of the obligations hereunder, the applicant will be held responsible for the default of the CLIENT and treated as if he or she was the original party to the MANDATE. The company or third party and CLIENT to any MANDATE warrant that the individual has been informed about his or her possible liability under the MANDATE and that he or she has bound itself to the CLIENT in this regard.
- 3.8 Where FEES, part thereof, deposits, progress or balance payments as well as Reimbursements or Disbursements remain unpaid for a period longer than 7 (seven) Business Days, the total amount due will attract penalty interest of 18.5% *per annum* from the eighth Business Day onwards until paid to the CONSULTANT. In addition, the CONSULTANT has the right to charge the CLIENT a once-off fee for late-payment administration in an amount of ZAR 3 900 + VAT.
- 3.9 Where FEES, part thereof, deposits, progress or balance payments as well as Reimbursements or Disbursements remain unpaid for a period longer than 14 (fourteen) Business Days, the total amount invoiced together with penalty interest and administration fee as per clause 3.8 become due and payable irrespective of the rules and regulations in clause 3.2. The MANDATE may further be terminated in terms of clause 10.1(i).

4. **SCOPE OF RESPONSIBILITIES**

- 4.1 The time period needed by para-statal, government departments or third parties not owned and operated by the CONSULTANT to process applications, render specific services or to provide and / or deliver certain products is not within the CONSULTANT's control; the time frames as far as may be indicated towards the CLIENT are as accurate an assessment as the CONSULTANT is able to furnish, having regard to current experience in this field, but are not binding on the CONSULTANT. Further, the workload of third parties as well as the time at which a third party is contracted might affect the processing times, but the CONSULTANT will at all times endeavor to expedite third-party performances that have been unduly long outstanding as far as it is possible.
- 4.2 No guarantees can be given by the CONSULTANT with regard to the success of any application, especially not with regard to immigration applications to VFS, Home Affairs, Embassy, High Commission or Consulate as well as any other government institutions or regulatory and professional. In the event of a negative outcome, the FEES paid will not be refunded and the balance outstanding shall become due and payable. The CONSULTANT submits applications in strict accordance with the relevant legislation and will therefore not submit any application of which the senior advisors think that it will not be successful. The CONSULTANT is also following ethical protocols and will not subscribe to any coercion or bribery of officials.
- 4.3 In case of a negative outcome and if the CLIENT wishes to appeal the decision of the deciding government department / professional body / other institution or wishes to hand in a different application, the CONSULTANT will attend to same based on a new fee proposal that will have to be agreed upon before drafting and submitting such appeal or application.

5. **CLIENT CO-OPERATION**

- 5.1 The CLIENT undertakes to provide the CONSULTANT within the agreed timeframe in order to assist him with the fulfilment of his obligations arising from the MANDATE:
- All documents and information necessary and requested to render the SERVICES; and
 - Contacts to all third parties directly involved in any aspect relevant for the CONSULTANT.

- 5.2 It is the duty of the CLIENT to disclose all relevant information with regards to the application or SERVICES mandated. In the event that any information is withheld for a period of 30 (thirty) Calendar Days after being requested, misrepresented or falsified by the CLIENT at any stage in the process, the CONSULTANT will not be liable for such withholding, misrepresentation or falsification of information. In such case, the MANDATE will be terminated immediately, and the FEES received will not be refunded as per clause 10.1.
- 5.3 If in cases of critical time frames set by the CONSULTANT for documents to be submitted or provided by the CLIENT and the CLIENT does not meet this time frame the CONSULTANT cannot be held liable for any damages incurred by the CLIENT due to a late submission, nor is the CLIENT entitled to hold back or reduce any FEES due to the CONSULTANT.

6. **RELATIONSHIP OF PARTIES**

It is understood by the parties that the CONSULTANT is an independent contractor rendering the SERVICES to the CLIENT, and the CONSULTANT's employees are not employees of the CLIENT. The CLIENT will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of any of the employees of the CONSULTANT.

7. **DISCLOSURE**

- 7.1 The CONSULTANT is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the CLIENT. Disclosure without undue delay is required under this clause, if the activity or interest is related, directly or indirectly, to other consulting relationships that may conflict with a MANDATE.
- 7.2 The CONSULTANT cannot control future events, therefore cannot be responsible for long term business or fiscal consequences directly and / or indirectly associated with its SERVICES or any of the documents drafted or decisions received by a third party.

8. **EMPLOYEES**

The CONSULTANT's employees, who perform SERVICES for the CLIENT under any MANDATE shall also be bound by the provisions contained in these Terms and Conditions.

9. CONFIDENTIALITY

The CLIENT recognises that the CONSULTANT has and will have access to information on or in context with business affairs, financial information, personal information, future plans as well as other proprietary information (collectively, "INFORMATION"), which is a valuable, special and unique asset of the CLIENT and needs to be protected from improper disclosure.

In consideration for the disclosure of the INFORMATION, the CONSULTANT agrees that the CONSULTANT will not at any time or in any manner, either directly or indirectly, use the INFORMATION for the CONSULTANT's own benefit, or divulge, disclose, or communicate in any manner the INFORMATION or any part thereof to any third party without the prior consent of CLIENT and the CONSULTANT will protect the INFORMATION and treat it as strictly confidential.

A violation of this clause shall constitute or be deemed to be a material breach of a MANDATE in terms of clause 10 but the confidentiality provisions shall remain in full force and effect after the termination and / or fulfillment of the MANDATE.

10. TERMINATION OF SERVICES

- 10.1 The CONSULTANT may terminate this agreement for any material reasons including, but not limited to:
- i. Non-payment of any deposit, fee, disbursement or reimbursement due by the CLIENT for longer than 14 (fourteen) Business days;
 - ii. Supply of documents or information, of which the CLIENT knows that they are not true or incorrect, forged or otherwise falsified; or
 - iii. Non-submission of documents or information requested by the CONSULTANT for a period of 30 (thirty) calendar days or longer; or
 - iv. Any *mala fidae* behavior of the CLIENT, derogatory remarks about the CONSULTANT, his staff, fees or work or any other disrespectful or offensive behavior towards the CONSULTANT, the CONSULTANT's employees or any third party that may reflect badly and / or affect the reputation or business of the CONSULTANT negatively in any way; or
 - v. Regular breakdown of communication or unanswered questions and delayed answers over a period of more than one month.

10.2 The CLIENT may terminate this agreement:

- i. without any material reason within the CONSULTANTS scope of responsibility but thereby forfeits any deposits paid and remains liable for any unpaid fees, disbursements or reimbursements; or
- ii. for a proven reason within the CONSULTANT's scope of responsibility and having given the opportunity to the CONSULTANT in writing to remedy the situation within 14 (fourteen) Business Days but without any remedial effect occurring. In this case any outstanding fees will not become due but the client remains liable for any unpaid disbursements or reimbursements.

10.3 In case of a termination under clause 10.1 the rules and regulations as stipulated in clause 3.9 apply *mutatis mutandi*.

10.4 In case of termination under clause 10.2(i) any discounts passed on the original invoice will be reversed and the difference to the invoiced amount becomes due and payable. The CONSULTANT is encouraged though to assess the nature and scope of the remaining relationship with the CLIENT and may at his discretion pass a substitute discount on any SERVICES rendered so far not exceeding 10%.

10.5 In case of termination under clause 10.2(ii) a partial refund / credit of paid fees to the CLIENT and not exceeding 50% shall be considered by the CONSULTANT in light of the work rendered up to the date of termination.

11. **RETURN OF RECORDS**

Upon termination of this AGREEMENT, the CONSULTANT shall deliver all records, notes, files and data of any nature that are in the CONSULTANT's possession or under the CONSULTANT's control and which are the CLIENT's property or relate to the CLIENT's business, if the CLIENT requires them and has notified the CLIENT of this desire in writing. The CONSULTANT reserves his right to withhold any documentation in cases of outstanding payments in term of MANDATE or any other agreement between the CLIENT and the CONSULTANT.

12. **NOTICES**

All notices required or permitted under a MANDATE and in terms of these Terms and Conditions shall be in writing and shall be deemed to be delivered when delivered in person or by mail or email to the respective addresses communicated between the Parties (*domicilium citandi et executandi*).

15. **SEVERABILITY**

If any provision of these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. **APPLICABLE LAW**

All MANDATES concluded with any of the CONSULTANT'S offices in South Africa – unless agreed upon differently in writing – shall be governed by the laws of the Republic of South Africa and these General Terms and Conditions shall apply by nature of being published on the CONSULTANT'S WebPage.

Into SA Group

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