

## TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1 In these Terms and Conditions the following words and expressions shall have the meanings indicated below:
- 1.1.1 "Act" : means the Consumer Protection Act (Act 68 of 2008) and all regulations thereunder, as amended from time to time;
- 1.1.2 "Application Form" : means any application form and/or questionnaire completed by the Client for the performance of the Services;
- 1.1.3 "BRW" : means Business Registration Warehouse CC (Registration number: 2001/023664/23 and includes its members, employees, agents, representatives and contractors;
- 1.1.4 "Business" : means any business entity that does not operate as sole proprietor and is not a natural person, including but not limited to companies, close corporations, trusts, joint ventures and cooperatives;
- 1.1.5 "CIPC" : means the Companies and Intellectual Property Commission;
- 1.1.6 "Client" : means the person to whom the Services are provided by BRW as indicated in the Application Form. In the event that the person to whom the Services are provided is a Business, the person signing these Terms and Conditions on behalf of a Business will be deemed to be fully authorized to bind the Business to these Terms and Conditions;
- 1.1.7 "JMO" : means Johannes Marthinus Oelofse (Identity number: 7802125003089);
- 1.1.8 "Lodgement Fee" : means any amount payable to a Service Provider in connection with the performance of the Services;
- 1.1.9 "MO" : means Melissa Oelofse (Identity number: 8409140018081);
- 1.1.10 "SAPS" : means the South African Police Service;
- 1.1.11 "SARS" : means the South African Revenue Services;
- 1.1.12 "Services" : means any service performed by BRW, including but not limited to the registration of close corporations, companies and trusts, the selling of Shelf Companies, general advice, any amendments to companies and close corporations and any other registrations done at a Service Provider;
- 1.1.13 "Service Fees" : means the fees payable to BRW, JMO and MO for the performance of the Services;
- 1.1.14 "Service Provider" : means CIPC, SARS, the Master of the High Court, the Department of Labour and any other third party service provider, institution or authority that is involved in the performance of the Services;
- 1.1.15 "Shelf Companies" : means pre-existing companies or close corporations that have been registered by BRW, JMO or MO and are sold to a Client.

### 2. SERVICES

- 2.1 By signing an Application Form and these Terms and Conditions, the Client agrees that it has instructed BRW to perform the agreed Services, to pay the amount due in full and to be bound by the provisions of the Terms and Conditions.
- 2.2 The Client acknowledges that the performance of the Services by BRW is largely dependent upon Service Providers. Any estimation of the time within which the Services will be performed and completed is merely an estimation and cannot be guaranteed by BRW. BRW will notify the Client of any unavoidable delay in the performance of the Services.

### 3. RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client must ensure that all documents, questionnaires and Application Forms are completed in legible typewritten handwriting or that it is retyped should the handwriting not be clearly readable.
- 3.2 It is the Client's responsibility to make sure that the information provided to BRW and spelling is correct on all Application Forms and BRW shall not be responsible to verify the correctness of any information provided to it by the Client.
- 3.3 The Client's e-mail address as indicated on the Application Form will be used for all written correspondence. It is the responsibility of the Client to provide BRW with the correct e-mail address.
- 3.4 All instructions from the Client to BRW, including any amendments to instructions, must be communicated to BRW in writing and no telephonic instructions will be accepted or carried out by BRW.
- 3.5 It is the exclusive responsibility of the Client to make sure that CIPC Annual Returns are submitted on time. It is not the responsibility of BRW to inform the Client that its CIPC Annual Returns are due and the Client needs to diarise the anniversary of its Business and Annual Returns.
- 3.6 Once BRW have notified the Client via e-mail or any other means of notification that the Client's documents are ready for collection, BRW will not be held responsible for any loss of the document should the Client not collect or receive its documents. Although BRW will notify the Client that documents are ready for collection, it remains the exclusive responsibility of the Client to follow up with BRW and to make sure that the Client receives all of the documents arising from the Services.
- 3.7 The Client acknowledges that original signed documentation is required for all Services performed by BRW and that without original documents BRW cannot lodge any documents at any of the relevant departments and authorities.

### 4. RIGHTS OF BRW

- 4.1 The Client, by signing these Terms and Conditions, gives BRW, JMO and MO irrevocably permission to disclose, at any stage, all of the Client's details and any other relevant information in possession of BRW, JMO and MO to SARS and the SAPS when requested by these authorities to do so.
- 4.2 **If BRW has not received any requested documentation (e.g. copies of ID's and signed power of attorney form) from the Client within 60 (Sixty) days from date of signing the Application Form, BRW reserves the right to cancel such an application upon written notice without any refund. It is therefore the Client's responsibility to ensure that the required documents are delivered to BRW, or posted to BRW, either by normal post, fast mail or registered post. As soon as BRW has received the documents BRW will inform the Client by e-mail. It however remains the Client's responsibility to enquire whether the original documents were received by BRW.**
- 4.3 BRW reserves the right to reject or cancel any application for the provision of Services, based on incorrect information supplied or if BRW reasonably suspects any form of suspicious or fraudulent activity.

The Client declares that it fully understands and accepts the provisions set out in this clause.	INITIAL HERE
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### 5. PAYMENTS

- 5.1 The Client is responsible to make payment to BRW of the Service Fees and Lodgement Fees as agreed and invoiced by BRW within 24 (Twenty Four) hours of invoice and no work will commence before full payment have been received.
- 5.2 The Client acknowledges and agrees that no documents resulting from the performance of the Services will be handed over to the Client until full payment for the Services is received.
- 5.3 **The sale of Shelf Companies is subject to confirmation of payment being received by BRW within 24 (Twenty Four) hours of transmission of an invoice. If no confirmation of payment is received by BRW within the above period, BRW may cancel the invoice and the Shelf Company may be re-sold.**
- 5.4 Upon receipt of proof of payment for the Services and payment of postage fees, BRW will forward the documents in connection with the Services immediately to the Client.
- 5.5 In the case where a name reservation of a company gets declined for whatever reason the Client will be responsible to pay for the re-lodgment of a new name reservation.

- 5.6 **Incomplete information sent with Application Forms, questionnaires or instructions that results in BRW having to contact the Client to obtain the outstanding information, will cost the Client an administration fee to cover BRW's expenses in the amount of R50.00 (Fifty Rand) Excluding VAT per instruction. It is therefore the Client's responsibility to supply correct and complete information to avoid BRW having to contact the Client to gather the said information.**

The Client declares that it fully understands and accepts the provisions set out in this clause.

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## 6. **SHELF COMPANIES**

- 6.1 The Client acknowledges that with the sale of all Shelf Companies, JMO and/or MO is intimately involved with the sale and transfer of the shares/member's interest in the Shelf Company to the Client or its nominees, as such shares/member's interest is held by them personally.
- 6.2 In order to protect BRW, JMO and MO against any possible liability, risk and fraud where the Client purchases a Shelf Company, the Client shall be responsible for the following:
- 6.2.1 to appoint and register new members/directors for the Shelf Company;
- 6.2.2 to change the address of the Shelf Company at CIPC;
- within 6 (Six) months from the date of the purchase.
- 6.3 **Before the Shelf Company documents are delivered to the Client, the Client must first sign a power of attorney and consent form, authorising BRW, JMO and MO to:**
- 6.3.1 **make the appointments and changes in Clause 6.1 on behalf of the Client; or**
- 6.3.2 **to de-register the Shelf Company;**
- in the event that the Client fails to perform its obligations in Clause 6.1 within the 6 (Six) month period. Where BRW takes the aforesaid steps, the Client will be liable for all costs incurred by BRW, JMO and MO to do so, which shall immediately become payable.**
- 6.4 BRW, JMO and MO reserves the right to bring criminal charges for fraud if any Client starts to trade in a Shelf Company before the changes and amendments as set out in Clause 6.1 have been made. NO exceptions will be made. FIRST CHANGE, THEN TRADE.
- 6.5 The Client is encouraged to appoint a new accountant/auditor of its choice within 7 (Seven) days of purchasing a Shelf Company from BRW, should the appointed accountant/auditor not meet the Client's approval. Assistance with the Client's accounting needs and SARS registrations could be done by BRW and BRW could assist the Client with the appointment of an accounting officer.
- 6.6 A copy of the identity document/passport document or driver's license of the person who signs these Terms and Conditions will be required before any documents pertaining to the sale of a Shelf Company will be released to the Client.

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## 7. **RISK, LIABILITY AND INDEMNITY**

- 7.1 **In terms of the provisions of Section 49 of the Act, read with Section 48 thereof, the Client's attention is specifically drawn to the limitations of liability of BRW, the assumption of risk and liability by the Client and the indemnities provided by the Client to BRW as set out in this Clause 0.**
- 7.2 **BRW will not be liable for:**
- 7.2.1 **any mistakes of whatever nature in connection with the provision of the Services, resulting from the illegible handwriting or spelling mistakes made by the Client, or any incorrect information supplied by the Client;**
- 7.2.2 **any delay in the provision of the Services caused by the failure of the Client to provide BRW with the necessary original signed documents;**
- 7.2.3 **any delay in the provision of the Services by a Service Provider;**
- 7.2.4 **clerical errors, such as spelling and incorrect addresses made by CIPC;**
- 7.2.5 **proposed names provided by the Client that was not approved by CIPC;**
- 7.2.6 **the loss of any documents by South African Post Office or any courier, forwarded to the Client by mail;**
- 7.2.7 **any damages or losses suffered by the Client resulting from the sale and use of a Shelf Company; and**
- 7.2.8 **reproducing documents that were lost by the Client.**
- 7.3 **The Client hereby indemnifies BRW, JMO and MO and holds BRW, JMO and MO harmless against any claim instituted or made by any person, Business, or Service Provider for any loss, liability, damage (whether direct or consequential), expense and costs of whatsoever nature suffered by such person, resulting from or in connection with the provision of the Services by BRW to the client (save and to the extent that it was caused by the gross negligence of BRW) or the use of a Shelf Company by the Client.**
- 7.4 **The entire risk relating to the use of the Services or purchase or use of Shelf Companies and trusts from BRW, JMO and MO is borne by the Client and the Client assumes full responsibility and liability for all claims, losses and damages arising either directly or indirectly from the use of the Services or purchase of Shelf Companies or trusts by the Client from BRW, JMO and MO, save in instances of gross negligence on the part of BRW or any of its employees or agents.**

The Client declares that it fully understands and accepts the provisions set out in this clause.

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## 8. **WARRANTIES**

- 8.1 BRW acknowledges the rights of the Client in terms of the Act and in particular the following:
- 8.1.1 The Client's right to the timely performance and completion of the Services and timely notice of any unavoidable delay in the performance of the Services;
- 8.1.2 The Client's right to the performance of services in a manner and quality that persons are generally entitled to expect; and
- 8.1.3 The Client's right to safe, good quality goods (if and to the extent applicable) and an implied warranty of quality (if and to the extent applicable).
- 8.2 BRW, JMO and MO does not warrant, guarantee or make any representations regarding:
- 8.2.1 the correctness, accuracy, reliability or any other aspect regarding characteristics or use of the Services or purchase of Shelf Companies and trusts;
- 8.2.2 when, or if, any given registration or instruction the Client applies for, will be successful. Errors in any application or instruction submitted to BRW will be accepted and considered true and correct as submitted by the Client;
- 8.2.3 when, or if, any given company registration, close corporation registration or amendments, tax clearance application, tax registration, PAYE, SDL and UIF registration, WCA registration, VAT registration or any other registration or instruction sent to BRW will be successful; and

- 8.2.4 the fact that information, software, documents, or other data available via one of BRW's website pages or any other form of information are free from errors.
- 8.3 All stated timeframes for business and tax registrations and applications are based on current timeframes experienced with the CIPC, SARS and other authorities and institutions and are subject to change without any notice and can therefore not be guaranteed by BRW.

**9. REFUNDS**

- 9.1 The Client acknowledges that BRW, JMO and MO will immediately upon receipt of the signed Application Form and payment of Service and Lodgement Fees start with the performance of the Services and will make payment of the Lodgement Fees at Service Providers for the lodgement of documentation.
- 9.2 Should the Client, for any reason other than a material breach of the Terms and Conditions by BRW, JMO and MO (after giving BRW, JMO and MO 14 (Fourteen) days' notice to remedy the material breach and they fail to remedy the breach) cancel the agreement for the performance of the Services, the following shall apply with regards to refunds of the Service Fees and Lodgement Fees:
  - 9.2.1 If the Client cancels the Agreement within 24 (Twenty Four) hours from Signing the Application Form, but before the lodgement of any documentation at a Service Provider, the Client will be entitled to a refund of 50% (Fifty Percent) of the Service Fee and the entire Lodgement Fee;
  - 9.2.2 If the Client cancels the Agreement after 24 (Twenty Four) hours from signing the Application Form, but before the lodgement of any documentation at a Service Provider, the Client will be entitled to a refund of the Lodgement Fees only;
  - 9.2.3 If the Client cancels the Agreement after 24 (Twenty Four) hours from signing the Application Form, and after the lodgement of any documentation at a Service Provider, the Client will not be entitled to a refund of any part of the Service Fee or the Lodgement Fee.
- 9.3 Where the Client alleges and furnishes reasonable proof that the Services did not comply to the standards contemplated in Clause 8.1, BRW shall first be afforded an opportunity to remedy any alleged defect in the performance of the Services, failing which the Client will be entitled to a refund of 50% (Fifty Percent) of the Service Fees.

**10. CONFLICTING PROVISIONS**

- 10.1 The Terms and Conditions must be read together with the provisions of the Act.
- 10.2 Should any provision of the Terms and Conditions be found to be unfair, unreasonable, unjust, invalid, void or in conflict with or irreconcilable with the provisions of the Act, such provision shall be deemed to be severable from the Terms and Conditions.
- 10.3 Accordingly, if any provision of the Terms and Conditions is unfair, unreasonable, unjust, invalid, void or in conflict with or irreconcilable with the provisions of the Act:
  - 10.3.1 The remaining provisions to the Terms and Conditions will be and remain in full force and effect; and
  - 10.3.2 BRW and the Client will act in good faith in order to validate or otherwise render any of the provisions valid, binding, enforceable and in line with the provisions of the Act and will do all things necessary to amend these Terms and Conditions accordingly.
- 10.4 Should the Client at any time allege that any or all of the provisions of the Terms and Conditions are unfair, unreasonable or unjust the onus of proving such unfairness, unreasonableness or the term being unjust will rest on the Client.
- 10.5 In the event that it is proved in a consumer tribunal or other competent court or legal body that a particular provision or the whole of the Terms and Conditions is unfair, unreasonable, unjust, invalid, void or in conflict with or irreconcilable with the provisions of the Act, BRW will be afforded an opportunity to rectify the cause of complaint within 30 (Thirty) days of an order in this regard being made.

**11. GENERAL**

- 11.1 The Client acknowledges and agrees that it is not permitted in any way whatsoever to use or apply the names of BRW, JMO and MO or to involve it in any business whatsoever.
- 11.2 The Client permits BRW, JMO and MO to send it any data/information/informercials or advertisements via SMS or EMAIL to the Client's cell phone number and or e-mail address as appears on the Application Form.
- 11.3 Where the Client on a regular basis makes use of BRW for the performance of the Services, the Client, by signing these Terms and Conditions once, agrees to be bound by the terms thereof in respect of all future Services provided by BRW, JMO and MO without having to sign these Terms and Conditions again. In the event of any amendments to the Terms and Conditions, the Client will, however, be requested to sign a copy of the amended Terms and Conditions.

**12. FAIR, REASONABLE AND JUST**

- 12.1 The Client by signing these Terms and Conditions below, acknowledges and confirms that it has read the provisions of these Terms and Conditions, have been granted sufficient time to study same, have studied same and understands the effects thereof and that the said terms are not unfair, unreasonable or unjust.

<b>CLIENT NAME</b>	
<b>DATE OF SIGNING</b>	
<b>CLIENT SIGNATURE</b>	