

COPYRIGHT

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TRANSPARENCY

Use Ctrl-F to search/find keyword/s in this document.

Use Ctrl-P to print a copy of this document so you can read it and refer to it whenever you choose.

If you have any questions about this contract, send an email to question@terms-and-conditions.net

PREAMBLE

This agreement is between you and one of the following entities as indicated by reference or context:

PtyLtdInstant CC (formerly Readyco International CC) trade names eCC / Pty Instant / Ltd Instant / Offshore Companies

Fixed Accounting Services CC (formerly Kembul CC) trade names Accountkeeper / eServices
(No other entity may use these Terms and Conditions.)

1. INTRODUCTION

These terms and conditions are set out in accordance with the Electronic Communications and Transactions Act, 2002 (No.25 of 2002) ("ECATA"), the Consumer Protection Act, 2008 (No.68 of 2008) ("CPA"), and the Value-Added Tax Act, 1991 (Act 89 of 1991).

These terms and conditions are agreed to by you forming a part of your agreement with us which was made by you when you placed an order, made an application or submitted a request for assistance to us ("placed an order") either online, by email, by fax, by post, in person or by any other means.

We may refer to these terms and conditions using different words, such as "terms", "terms and conditions", "conditions", "trade terms", "policy", "policies", "disclaimer", "disclaimers", "this document" or any combination of these or similar words or phrases. Using such words will always mean these terms and conditions and will not in any way lessen the applicability and effect of these terms and conditions.

2. GENERAL

"We", "us", "our", "ourselves", "eCC", "eServices", "Readyco", "Accountkeeper" or any such similar / associated reference herein contained means Readyco International CC or Kembul CC or any division or unit thereof as the context may dictate.

Thus, if your order, application or request (hereinafter collectively referred to as an "order"; verb: "to order") is addressed to Readyco International CC or any division or unit thereof, then "we" and similar reference herein refers to Readyco International CC.

If your order is addressed to eServices Business Registrations CC or any division or unit thereof, then "we" and similar reference herein refers to eServices Business Registrations CC.

Likewise, if your order is addressed to Kembul CC or any division or unit thereof, then "we" and similar reference herein refers to Kembul CC.

If your order is addressed to any other entity or division or unit thereof, other than Readyco International CC, eServices Business Registrations CC or Kembul CC or their divisions or units, then the order is not for us and these terms and conditions do not apply and are not relevant to that order.

Only the terms of your order and so much of the terms contained herein as can be seen as relevant to your order shall be applicable to your order, and no other terms shall apply. For example, the terms governing trademark applications have no bearing on those for new company applications.

Subject to all relevant terms and conditions, the scope, timing, input, structure, and the like of each service/product offered shall be determined by ourselves by precedent.

The sharing of these terms or of any domain name by multiple entities as indicated above is merely for convenience and comprehensiveness; it in no way indicates any joint dealing or responsibility between these entities, who always contract separately with you.

The headings in this document are primarily for reference purposes and may play a secondary role in interpretation of any particular term or condition. Links or graphics and the pages or third-party websites to which they refer in or surrounding this document are for information/decorative purposes only and do not form part of the terms and conditions contained herein.

3. ORDERING

When you place an order with us, you automatically and specifically instruct us to immediately begin with the services ordered, and our response to you, whether electronic, telephonic or otherwise is conclusive proof that we have immediately begun with said services. This complies with the exclusion of Section 42(2)(d) of the Electronic Communications and Transactions Act, 2002. Placing an order with us which requires certain information/documentation from you prior to our being able to proceed further with the service, does not in any manner detract from the status of all our services being services which are immediately prepared on our part.

Our sale of companies, trusts and Close Corporations, whether new or shelf, are financial services in terms of the Value-Added Tax Act, 1991 and financial services are excluded in terms of Section 42(2)(a) of the Electronic Communications and Transactions Act, 2002.

A third exclusion applies to all our services/products: in terms of Section 42(2)(f) of the Electronic Communications and Transactions Act, 2002, our goods/products/services are: (i) are done to consumer specifications; (ii) are clearly personalised; (iii) by reason of their nature cannot be cancelled or returned; and (iv) are likely to expire rapidly.

It is specifically recorded that we do not carry out "direct marketing" as defined by the Consumer Protection Act, 2008, and that all our goods/products/services are "special-order" goods/products/services in terms of Section 17(1) of said Act.

Due to possible statutory changes or requirements, you authorize us to substitute, change, reduce, add, combine or otherwise adjust your order with any other item/product/service or part thereof so as to best fill the intention of the order in our sole discretion. Such restructuring shall always result in the price of the final product/service being deemed to be equal to the price of the original order or higher, regardless of the possibility of the sum of the component parts or substitutes being arithmetically equal to a lower price. Because of adjustment/restructuring costs, etc, no refunds shall be given in such instances, and you specifically agree to this procedure as being fair and reasonable in such circumstances. If, however, the resultant price of the final product/service is higher than the original order price, we may waive the difference if deemed negligible or small enough by us, but you agree to our right to require you and to your obligation to pay the difference in the price as a part of your legal commitment under the order placed by you.

4. PAYMENT

Due to the nature of our services/products, we only accept payment in full upon order by credit card, cash deposit or internet transfer (EFT). We do not accept cheques.

5. EXTENT OF OUR SERVICE

The full extent of our service/product provision is the submitting/sending of documentation to the relevant party/office/government office which may include yourself in certain circumstances for further processing/onward submission to a further party/office; such obligation to submit/send is strictly conditional upon you sending/returning to us within 14 (fourteen) days of order/request, all relevant/requested documentation/information, original or otherwise as stipulated, duly

provided/completed/signed by you - we reserve the right not to process late/inaccurate/non-compliant/incorrect documents.

Our submitting/sending as envisaged herein refers to dispatching of documentation in the manner of our choice in our sole discretion, and typically this may include online submission, email or physical posting in the mail; it does not in any way include physical delivery of documentation by ourselves to any party whatsoever, which it is specifically recorded we do not carry out.

Although it is our practice, from time to time, to monitor and follow up registration/application proceedings after submission with the relevant office through to conclusion, we specifically state that it is not our obligation to do so, and we will not be held responsible in any way for the actions/inactions of any party/office in this regard.

Any application or set of documentation prepared by us is done to the best of our ability as we know how according to the requirements; we will not be held responsible for any errors or omissions therein of whatsoever origin or for any damages or losses, alleged or otherwise which may occur as a result thereof, including any resultant application refusal/rejection or re-application requirement. If we are the originator of an error or omission in your application/product, and such error/omission is sufficiently material as to detract from the overall value of the service/product, such as to cause rejection of an application, we shall bear the cost of correcting the error/omission in the usual manner provided and for re-submission if necessary, and this shall be the full extent of our obligation in such instance. You agree to give us sufficient and reasonable time to fix any such mistake and not to harass us during such time for cancellation or refund.

6. CLIENT RESPONSIBILITY

It is your responsibility to ensure that all information/documentation/payment required for an order is received by us on time and to ascertain that this has indeed taken place in accordance with our email communication policy - see below. It is also your responsibility to procure estimate turnaround times where possible from us for certain activities and to monitor the execution of such activities also in accordance with our email communication policy. If you fail to make such reasonable enquiries as envisaged herein, we will not be held responsible for any possible missed emails/faxes or any unclear communications.

7. CANCELLATION AND REFUND

According to the Electronic Communications and Transactions Act, 2002, the Consumer Protection Act, 2008, and the nature of our products and services (ECATA 42(2)(f)) you would not have a right of cancellation or refund in the event of you placing an order with us. However, having given due consideration to the spirit and intention of those Acts and in your own interests, we would consider an application in writing from you for cancellation of an order you may have placed with us and we would consider a partial refund based on what appears to be fair in the circumstances.

You agree to the following work percentage splits which indicate how much of the fee paid by you to us has been earned and therefore is non-refundable at what stage, and due to the nature of our work what is the amount of any possible refund in accordance with ECATA 42(2)(f) and CPA 54(2):

Key:

A. AppName = Name/type of application

B. Immediate = Work immediately carried out by us when you place an order with us

C. YourInfo = Work carried out by us on items supplied by you, like ID copies, etc

D. Other = Other work carried out by us after "Your info"

E. Submit = Submission of application to a third party for processing or to you depending on agreement

F. Refund = Maximum possible refund to you under ECATA 42(2)(f) and CPA 54(2) if we fail in C, D or E above.

A. AppName	B. Immediate	C. YourInfo	D. Other	E. Submit	F. Refund
New Pty Ltd Company	91%	5%	-	4%	4%
Shelf Pty Ltd Company	100%	-	-	-	-
Close Corporation	91%	5%	-	4%	4%
CC Changes	89%	5%	2%	4%	4% to 6%
Director Changes	85%	5%	4%	6%	6% to 10%
CC Name	99%	-	-	1%	1%
Pty Name	99%	-	-	1%	1%
Annual Return	99%	-	-	1%	1%
Annual Work	73%	7%	15%	5%	5% to 20%
Business Plan	81%	6%	9%	4%	4% to 13%
Trademark Application	90%	4%	2%	4%	4% to 6%
UIF Application	80%	11%	3%	6%	6% to 9%
VAT Application	75%	16%	3%	6%	6% to 9%
Association Agreement	100%	-	-	-	-
CC Conversion	90%	5%	1%	4%	4% to 5%
InfoCheck	99%	-	-	1%	1%
Non-Profit Company	91%	5%	-	4%	4%
CC Restoration	99%	-	-	1%	1%
Pty Restoration	99%	-	-	1%	1%
Tax Registration	85%	10%	1%	4%	4% to 5%
Tax Clearance	99%	-	-	1%	1%
Trust Registration	78%	10%	7%	5%	5% to 12%
WCA Application	80%	11%	3%	6%	6% to 9%
CK2 Document	89%	5%	2%	4%	4% to 6%
Trading Name	99%	-	-	1%	1%
CC/Pty Deregistration	90%	5%	1%	4%	4% to 5%
Website Design	80%	7%	9%	4%	4% to 13%
Offshore company	91%	5%	-	4%	4%

We remind you that our service is an application preparation service only which includes submission of an application as agreed, but does not include monitoring of the application thereafter whilst a third party may be handling or will handle the application. We are not responsible for the actions, inactions or decisions of third parties. As 100% of our work and the earning of the full fee paid by you will have taken place upon submission of your application, no refund is possible after that, and therefore no refund may be demanded by you based on the behaviour of third parties in regard to the application.

If you prevent us from submitting, that is your fault and you will not be entitled to any refund. If a 3rd party delays submission, that is not our fault and you agree to wait until the submission can be done, and not cancel or demand a refund.

For example if you order a New Pty Ltd company application from us we earn 91% of the fee paid immediately due to the tailoring and admin nature of the work immediately done. This means that if you do not supply the items for us to do the 5% of work on them, e.g. verifying certified IDs, etc, you will have breached the agreement, and you forfeit 91%+5%=96% of the fee paid and would only be entitled to request a refund of 4% for work not yet done, being the submission of application.

If we do not do the work on your info, other work or submission, in a reasonable time, such as 30 business days, then you can cancel and request a refund as indicated in the last column.

Before any refund is made an admin and transaction fee of R189.50 shall be deducted. The balance of any refund so calculated may be repaid. If there is no balance after the deduction of the said admin and transaction fee, no refund shall be due and none shall be paid.

We reserve the right to refuse or cancel an application without reason or notice, with or without refund depending on the circumstances and where applicable in accordance with ECATA and CPA as indicated in the last column above.

8. DEFINITIONS

Generally speaking, Close Corporation, company and trust registrations and purchases are the products and services of Readyco International CC / eCC, and all other services/products are offered by Kembul CC / Accountkeeper. The one may however handle or run certain parts of the other's functions / duties as may be agreed between them from time to time.

"You", "your", "yourself", "yourselves", or any such similar reference herein contained means the individual or collective applicant or prospective applicant in dealing with us as the context may dictate. If you order a product or service for or on behalf of a corporate entity, such as a company, close corporation or trust, then such entity automatically becomes the applicant in the transaction with you as the responsible originator/officer and joint and several debtor.

Unless the context logically dictates otherwise, any reference to "Close Corporation", "Close Corporations", "CC", "CCs", "CC Instant", "CCs Instant", "Close Corporation Instant", "Close Corporations Instant", "ShelfCC", "Shelf CC", "Shelf CCs", and related terms, insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean one or more (as indicated) Close Corporation pre-registered / obtained through our operations and available for purchase. And, unless the context logically dictates otherwise, any reference to "Close Corporation", "Close Corporations", "CC", "CCs", "CC Formed", "CCs Formed", "Close Corporation Formed", "Close Corporations Formed", "NewCC", "New CC", "New CCs", and related terms, insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean, or one or more (as indicated) Close Corporation to be applied for registration through our operations upon your order.

Similarly, any reference to "Pty", "PTY", "PTYs", "Pty Instant", "(Pty)s Instant", "Company", "Private Company", "Pty Ltd Company", "(Pty) Ltd Company", "PTY LTD Company", "PTY LTD Company Instant", "PTY LTD Companies Instant", "Shelf PTY", "Shelf Co" and related terms insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean one or more (as indicated) Private Company pre-registered / obtained through our operations and available for purchase. And, any reference to "Pty", "PTY", "PTYs", "Pty Formed", "(Pty)s Formed", "Company", "Private Company", "Pty Ltd Company", "(Pty) Ltd Company", "PTY LTD Company", "PTY LTD Company Formed", "PTY LTD Companies Formed", "New PTY", "New Co", and related terms insofar as they are connected with our affairs, or any combinations of these abbreviations / words / terms, shall mean or one or more (as indicated) Private Company to be applied for registration through our operations upon your order.

Any reference to "accounting" or "tax" activities or related/other terms refers to such activities which may be done for Close Corporations, Companies, Trusts, Businesses (Sole Proprietorships and Partnerships), and Individuals resident in South Africa and whose Proprietors, Partners, Trustees, Members, Directors / Shareholders are resident in South Africa OR to such activities which may be done for South African Close Corporations, Companies, or other juristic entities operating in another country whose Members / Directors / Shareholders / other title-holders are resident in another country.

It is specifically stated that our use of "CC" does not refer to "Credit Card" as is sometimes assumed by some international clients. We use "CC" exclusively in the South African legal context in which it only means "Close Corporation".

9. ACCOUNTING OFFICER

We make available to you the use of an Accounting Officer for all PTY or CC financials and tax returns needed doing. You may join the service at cloudaccountant.com

Neither you nor any Accounting Officer or other third party appointed by you (no matter how much experience he/she may have in these matters) are allowed to send off documents to the Registrar or otherwise handle or manipulate CC or PTY documentation prepared or required by ourselves. This can cause numerous complications. If you or they do, we will not get involved in fixing the problems that may occur.

10. ACCOUNTING PROVISIONS

Monthly accounting clients are required to prepare and deliver/dispatch files with an up-to-date record of all bank, cash, debtor, creditor, stock, and other information for the relevant month/s within the first 12 days of the month following the month for which the work is to be done. Such record shall include all relevant bank statements and shall be in the form of a list of consecutive transactions and shall contain all particulars which relate to such transactions, including, dates, names, cheque/invoice/VAT registration numbers, item/s/service/s purchased/sold, amounts received/paid, and any other relevant information.

We "write up the books" of monthly accounting clients in such manner and utilizing such programs as we in our sole discretion shall determine, whether by computer or manually, or by any combination of these. Subject to the damage/loss disclaimer below, the client is entitled to receive one hard copy of the "books" for the monthly fee paid. For security and data integrity reasons, which includes the issue of compatibility, all electronic data written up or captured belongs to us only and is never given or sold to the client or nominee. The terms of this paragraph and section also apply to other clients of ours, including yearend clients and those for whom books might be written up / captured periodically or annually.

Monthly accounting clients pay us the agreed fee monthly in advance by means of a regular bank payment order/recurring credit card instruction or such other method acceptable to us, which fee is reassessed for possible adjustment during the period thirty days prior to and after the client's financial year-end date, failing which said fee shall increase on each anniversary of the monthly accounting agreement at the rate of 6% per annum.

Whereas we shall endeavour to preserve and return in good order to the client all accounting documentation supplied, we shall not be responsible for any damage thereto or loss thereof.

We shall not be liable for any damage or loss of any nature whatsoever which might be sustained by a client during or subsequent to the carrying out of our activities and whether or not such damage or loss may have been caused directly or indirectly by us or any of its servants, associates, subcontractors or agents.

If a client is a company, close corporation or other juristic person, the client's representative dealing with us binds him-/herself jointly and severally to the client as surety and co-principal debtor for payment of all sums in terms of any order/agreement/transaction.

We retain the right to cede or assign our rights and obligations in terms of any order/agreement/transaction with a client to a nominated beneficiary, notification of which shall be given in writing (by mail, fax or email) by us to the client. A client may not cede or assign its rights and obligations in terms of any order/agreement/transaction with us.

11. ACCOUNTQUICKER

The terms/descriptions of CATS below apply equally to AccountQuicker, as these are equivalent services. AccountQuicker is online QuickBooks/other support as determined by ourselves in our sole discretion. The online session fee is set from time to time as indicated by us at www.accountquicker.net and is payment for one AccountQuicker online session for the applicant/email recipient as indicated in the secure online session form, for a period as determined as requisite in AccountQuicker's sole discretion, but not exceeding 20 (Twenty) minutes.

Although it is not the norm, AccountQuicker may extend a session or grant a free follow-up in its sole discretion dependent upon circumstances.

Should an AccountQuicker session be terminated before the 20-minute standard referred to above for whatsoever reason, we shall not be held responsible to reconnect or to grant a follow-up, although we may do so in our sole discretion.

You give permission or you warrant that you have full permission for us to log in to the computer from which you chatted with us, for which for placed the order, on which an Account Quicker Card resides, or on which you installed our link.

In the unlikely event of our not being able to establish a connection to your computer for whatsoever reason, notwithstanding whatever attempts we may have made so to do, we shall not be held responsible for non-connection/non-session, and no refund shall be given, any fee having been paid being deemed as wasted costs for connection attempts and time spent.

We shall be at liberty to substitute any CATS or AccountQuicker service with any similar, equivalent or other service/solution which in our sole and absolute determination does or would effectively carry out the intended work, including issuing of accounting instructions by, for example, email, Skype or other means.

12. ACCURACY AND ERRORS

We are well-known for our careful and meticulous work.

However, while every effort is made to work accurately in the receipt and transfer of information, we will not be held responsible for basic or relatively unimportant typographical errors (as determined in our sole discretion) however they may have arisen.

Please be careful to give us accurate information.

If you make an error in the information you give to us, whether it be the incorrect spelling of a word or name, the incorrect recording of a number or any other mistake, we are not responsible for this or for correcting it; you are solely responsible for such errors, and if you would like us to assist you in applying to correct such an error, this will in all cases be subject to our standard admin fee of from R260.00 ("Two Hundred and Sixty Rand") depending on correction complexity determined in our sole discretion.

We do not look up postal codes for addresses you have not coded.

It is standard practice in South Africa to always supply a postal code when providing an address, whether or not that address may have a postal service; the latter instance is required as a geographical indicator. Thus you are required to supply postal codes for all addresses within South African and postal/zip codes for all other addresses where such system is in place for the applicable country, when providing us with any address. We will not be responsible for the consequences of your failure to do so, and you specifically authorise us to enter any filler code for an address you have not coded to comply with a form-submission requirement. If you subsequently require such postal codes to be amended, our full changes fee will apply.

Check your documents carefully before signing and returning them.

You are responsible for proof-reading and informing us of any errors in all documentation that we may present to you for perusal or signing. If you sign a document which we present to you, and that document contains an error of any sort or origin, you will be deemed to be solely responsible for the

error and, if necessary, for the correction thereof and any accompanying payment therefor; we will not be held responsible for any such error.

We cannot control what third parties do.

Therefore, if a government office or any other third party captures, receives, transmits, reproduces, enters or otherwise records any of your information incorrectly or with typographical error, neither we nor any of our agents, consultants or other workers shall in any way bear responsibility for such errors, and the responsibility and payment for any correction thereof shall be solely yours.

If it so happens that in your dealings with us, we perchance omit to do something or we do something wrong or in the wrong way, you will have no other recourse but to allow us to do the omitted thing or to redo (if possible) the thing done incorrectly. We will not be responsible for any costs, damages, losses and/or liabilities, alleged or otherwise, in connection herewith. Our overall policy of "No refunds" still applies.

13. ANNUAL FINANCIAL STATEMENTS

Annual Financial Statements / Financial Statements (AFS) done strictly in order of payment and according to group schedule. We make every effort to notify each client when AFSs are due, and we will not be held responsible for late rendition.

It is the client's responsibility to supply us with total annual income and expense totals per category (e.g. phone, rent, etc) including all other applicable items indicated on our Standard List from time to time at www.accountkeeper.co.za.

Any function in our sole discretion carried out for AFS/Year-End finalization will be charged for at our standard rates.

We shall have the right to proceed, submit or otherwise process any AFS work/application of yours after 3 (three) days of not having received a response from you to our communication, whether electronic, telephonic or otherwise. We will not be held responsible for any incorrect/incomplete data being so handled, and you will be responsible for payment of additional fees if the work/application has to in any way be redone.

14. ANNUAL RETURNS AND RESTORATION

The terms and conditions of this entire site shall be applicable to all offerings and transacting for Annual Returns, notwithstanding the proprietorship of such trading being a party other than eCC or Accountkeeper.

Notwithstanding any Annual Return year indication on your application/order form, we shall be at liberty to apply any fees paid to any outstanding Annual Return year and/or its penalty fee in order to effectively manage the Annual Return affairs of the relevant entity as understood by us in our sole discretion.

If an Annual Return is late or if government makes any additional charge above their standard fee, applicants will be responsible to pay such amount forthwith and it shall be automatically charged to the relevant credit card, our fee included.

If an Annual Return is late, you hereby authorise us to charge your credit card with our standard fee for all the outstanding Annual Returns as well as any applicable late fees to bring the Annual Return matters of the relevant entity up to date. If no card, then you undertake to forthwith make payment by online transfer or cash bank deposit - no cheques allowed. If you do not make such payment, we shall not be obliged to perform any annual return for you in the instance of a specific entity, since without the penalty fee paid it is commercially unviable to do so, and any fees paid will be forfeited in full as an estimate of wasted costs.

If you submit your Annual Return application/order to us prior to the cutoff date of the relevant entity and we are only able to work on and submit that application online after the cutoff date for whatsoever

reason, you will nevertheless be responsible to pay our late fee as indicated. No exceptions will be made to this policy and no correspondence or discussions will be entered into concerning this ruling.

If you place an Annual Return application/order with us and pay for it, and it is subsequently discovered that the return is not due, no refund or repayment of the fee paid is permitted. It shall be held over for the next Annual Return application due date, at which time you must refill and submit the relevant order form at www.annualreturns.co.za without payment to update details to us. We will then continue with the application. If you do not so refill and submit, we will not be obligated to handle the applicable Annual Return, and any fee paid in connection therewith will be forfeited without recompense.

An annual return order includes only such detail and input as supplied by the applicant in the order and/or which is required to be entered into the government return format. Where missing or apparently faulty, we use our discretion to retrieve/determine/interpolate information from sources available to ourselves, and you give us full permission to do so and to enter such in our sole discretion in your Annual Return. We will not be held liable or responsible for any incorrect information thus submitted. An annual return order does not include any other information, return or form needing filling / filing. In the event of an annual return order / application requiring the relevant company to render further information / returns, these additional submissions shall be quoted for separately and shall be viewed and dealt with separately from the annual return.

If time is short to cutoff date for an Annual Return, we shall be fully entitled to submit the Annual Return online without giving you an opportunity to verify the information or without necessarily awaiting your approval of the information to be submitted. The aim will be to meet the deadline, and any amendments desired by you thereafter will need to be paid for separately. This latter amendments principle also applies to all Annual Returns submitted by ourselves.

In any event, if you do not verify/approve information for submission within 3 days of request, or you discontinue using our services for any reason, we shall be fully entitled, but not obliged to submit the Annual Return online without waiting further for your approval.

Due to gov system and notwithstanding anything to the contrary herein contained, no opportunity can be given for you to review a prepared annual return before submission.

Even if a penalty is owing on a particular year's return, we may submit that return in the meantime while we await client payment.

If you have not indicated the correct turnover for all historical years, we will have no other alternative but to submit NIL returns. We will not be responsible for any liability or action or fees in this regard.

In the unlikely event of us not being able to retrieve an annual return report / certificate for whatever reason, it shall be sufficient proof of the return having been done should we simply report to you in writing, such as by email, that the report was successfully done. This principle also applies to all other reports, forms, applications, submissions, certificates or other items/processes we may handle on a client's behalf.

In addition, if any of your indicated changed information is not entered into an annual return for whatsoever reason, this shall not negate the effectivity of the completion of the return or the fee earned, and you shall accept the return as done by us - no claim concerning changing such information can or shall be entertained. Annual Returns are by their nature, once-off reports and cannot be retrieved or redone, their main purpose being to alert the authorities to the fact that the relevant entity is still in business.

All restoration applications to us by way of our regular restoration order form/s are deemed to be applications to reverse final deregistration due to annual return non-compliance. If an entity was deregistered due to other conditions, such as a request to deregister, the normal process of restoration must be followed and this must be applied for by email to us.

15. ASSIGNMENT

By ordering from us or otherwise entering into a trade arrangement with us, you authorise us, in our sole discretion, to assign in whole or in part any or all aspects of the administration of your matter and file to any party we may deem fit for such task including to an associate, such as eCC / Accountkeeper, subject to the terms and conditions at www.corp.co.za / www.accountkeeper.co.za. You further authorise us or our nominee, in our sole discretion, to register your business, CC, company or other and yourself and all of the said entity's directors / members / owners / others for tax and for online tax / tax form submissions and services, such as on SARS eFiling, and to carry out these submissions and services on your behalf, subject to the terms and conditions at www.accountkeeper.co.za and in practice at Accountkeeper from time to time.

You may not assign your order sent to us or other trade arrangement with us, in whole or in part, to any third party, unless permitted to do so by us in writing.

You may not involve a third party in your order/application, by way of augmenting the original order/application, unless permitted by us in writing, and accompanied by any required fee.

You may not involve a third party service provider, commercial or otherwise, in your order/application, as your agreement is with us as your service provider to prep/handle your application. We never send copies, certified or otherwise, of our director/member ID's to you or any other third party, other than gov office as a part of an official application dispatched by ourselves.

16. AUTHORISATION

By submitting a form or placing a request or order in any other manner with us you irrevocably authorise us to handle or assist you with the relevant application / order as we see fit, including authorisation to make any representations and/or to sign any documentation on your behalf.

Specifically, by submitting a form or placing a request or order in any other manner with us you irrevocably give to us or our representatives / assigns a Special Power of Attorney to carry out / execute the intention of the application / order on your behalf, including the signing of forms, etc. Your said act of submitting a form / placing a request or order is equivalent to you duly signing and presenting to us said Special Power of Attorney, and you will duly sign and secure to us a physical said Special Power of Attorney as and when you may be requested so to do.

We will not be held responsible or liable in any manner for any of your obligations envisaged or engendered in terms of this Authorisation clause.

17. BETTER BOOKS

BetterBooks is a unit of Accountkeeper - Kembul CC 2004/009702/23.

BetterBooks is a first-time Accountkeeper client service.

BetterBooks works like this:

- you join BetterBooks by placing a YearEnd order at betterbooks.co.za
- you keep your books throughout the year on your computer
- we log in periodically to work on the books on your computer
- we synchronise your books with the Annual Financial Statements
- includes advice and guidance on keeping your books

"Joining" BetterBooks or Accountkeeper does not mean becoming a member of any entity or institution; it simply means applying to take part in the first-time Accountkeeper client service by placing a YearEnd order at betterbooks.co.za or other.

If you cannot keep your books on computer, it is your responsibility to keep them in some other manner (such as manually in an analysis book) and to provide us timeously with the documentation required at list.org.za.

We will not be held responsible for not logging in to your computer to work on your books or for not synchronising your books with the Annual Financial Statements, and it remains your responsibility to keep your books and to provide us timeously with the documentation required at list.org.za. In any event, the manner and degree to which we may synchronise your books with the Annual Financial Statements always remains a matter to be dealt with in our sole discretion. "includes advice and guidance on keeping your books" or any similar such statement like "free advice" does not imply an obligation on our part so to do, but indicates our willingness to do so as and when possible in our sole discretion. This applies to all aspects / avenues of our operations including BetterBooks, FirstOne, etc.

18. CANCELLATION/STOPPAGE FEE

If you do not return all requested/required documentation/information to us in the manner specified or as implied by context within 14 (fourteen) days of original/subsequent order/application/our request, we shall have the right to cancel your contract with us at any time thereafter and to retain the full fee paid by you as a cancellation fee, and, failing such cancellation, you will automatically incur a stoppage fee equivalent to one hundred percent of your total payment. The above 14-day period will apply, notwithstanding any other period elsewhere stated to the contrary, and may be referred to as the "14-day rule" or similar.

Mitigation: In the spirit and intention of ECATA and CPA we may consider an extension of the 14-day period upon receipt of a written request from you within a reasonable period of time after date of order and we may consider a partial refund upon stoppage if applied for in writing by you with due explanation.

19. CARE OF OUR WORK

All accounting/tax/business-consulting/administrative work is carried out with due care and attention according to our training and experience, in adherence to generally accepted accounting practice (Gaap) where applicable, and in line with our standard procedures and formats.

20. CATS

Our Computer Active Techno System (CATS) utilizes various software, such as LogMeIn, for accessing your computer online for the purposes of working directly on your system and in your accounting setup / software / package.

While every effort is taken to perform such access and work as securely and carefully as possible, we will not be held responsible for any untoward event which may occur in connection with such activity, including any unlikely but possible breach of security, or any loss, damage or liability of any kind whatsoever or howsoever arising.

21. CONSULTATION FEES

Notwithstanding anything to the contrary herein contained, should you require input from us by way of advice or explanations on any matter, whether by email, in person, by telephone or by any other means, we shall be at liberty to immediately charge you for such, based on our from R500.00 hourly rate or part thereof or per item in our sole discretion.

Failure to charge for such in no way invalidates our right so to charge for up to a period of 3 (three) years per item and you agree to make payment immediately upon request.

22. CREDIT CARD TRANSACTIONS

Our credit card transactions appear on your credit card statement as "Cc S Instant" or "Accountkeeper". It is your responsibility to make a note of this so that you can recognise your transactions with us as they occur.

Should your credit card details, as presented to us for a transaction, be declined for any reason, you authorise us to attempt the transaction at any time thereafter using the same or other card details we may have of yours on record or be provided by yourself, and you specifically authorise us to re-attempt a declined transaction on budget over a certain number of months in our sole discretion.

23. CK2 FRESH CERTIFICATE

This product is typically ordered when a client has misplaced a CK document for a CC and needs a fresh certificate. CK1 documents are not always available electronically and therefore such an application is mostly only for a CK2 certificate.

CK2 documents are amended founding statements for CC's and you, by your order for a CK2 document, consequently authorise us to make such amendment/s application on your CC as we may deem fit in our sole and absolute discretion in order to as efficiently as possible expedite the issue of the fresh certificate in question.

You will provide us with the necessary special power of attorney and any other required documentation in order to effect this.

If a CK2 or any other CK/CM certificate is not capable of being obtained for any reason whatsoever, including that the entity is deregistered, closed, liquidated or otherwise unavailable or in the process of any of these, our discovery of same will be deemed to indicate a failed/rejected status for such application. You will need to make separate application for restoring/reinstating the entity first and then reapply for a CK2 or relevant certificate.

24. CM29/COR39 APPLICATION

When you make this application, you confirm that the written consent of all the directors or officers of the relevant company have been obtained on a duly completed CM29 or similar and that according thereto, the directors or officers are not disqualified in terms of the Companies Act, 2008, and that you have the requisite mandate from the company concerned to make the application / lodge the CM29/COR39 on its behalf.

You agree that, should it subsequently be found that you did not have a legal mandate from the company to make the application / lodge the CM29/COR39, you may be criminally prosecuted for fraudulent misrepresentation.

25. CODES - CLIENT/PROMOTION

Client, Promotion or any other kind of discount Code are issued or made available in our sole and absolute discretion.

Your qualifying to use such a code will be determined by us in our sole discretion, including determining whether or not you qualify as a past paying client.

If we cannot find any evidence of your previous transaction/s / good standing with us on our systems in our sole discretion within 5 minutes of receipt of an order from you bearing a currently correct code, no discount will be given and the full price as per the order / transaction will be applicable.

We may change such codes whenever we like without notice and may stop honouring codes at any point without notice, even if orders have been received bearing valid codes.

26. COPYRIGHT

Attention is drawn to the fact that all of our documentation and information on this and related websites and literature is protected by copyright law and any copying, adaptation or other use is strictly

forbidden, except as such documentation / information appears in its various forms as presented by ourselves from time to time for such use according to prescribed criteria.

The content of all documentation provided to you is under copyright by Kaltan Trust or nominee. That means that you are entitled to the use of a single copy of what you purchase, and are not allowed to make copies / duplicates of said information / documentation for sale or use in other instances. This applies to all documents supplied by us including order forms, Articles of Association, Trust and Business Plan documents, Association Agreements and other documentation.

27. COSTS AND PRICING

You pay the price given as per order / quote, provided you have answered the questions correctly / given full information.

If you have not answered correctly / given full information, we apply the correct answers deduced from the information in the order and/or from information received directly from you, and that total sum then becomes the price payable by you.

While every effort is made to price our products and services accurately, all orders / quotes are made under the generally accepted commercial practice of E.&O.E. (Errors and omissions excepted).

Accordingly, if any service / product or aspect thereof additional to the original order / quote is required, such shall be subject to the additional price thereof.

All costs incidental to an order / application, including but not limited to the cost of emailing, mailing, couriering, transport to parties involved in the application or to postal services, bank charges, bank statement extraction, etc shall be borne by you, regardless of whether or not such costs might be occasioned by one or more possible oversights, requirements or requests on our part. Such costs shall be paid by you immediately as required /requested.

28. DOCUMENT/INFORMATION RETURN PERIOD

For a Shelf CC or Shelf PTY, should you not return all requested / relevant documentation duly completed and signed by the proposed members / directors within 30 (thirty) business days of the date of order / our dispatching, we will, in our sole discretion, deregister / apply to deregister the CC or PTY in order to protect our interests, and we will not be responsible for any related costs. The above 30-day period will apply, notwithstanding any period elsewhere stated to the contrary.

If you do not supply us with any required documentation / information within the time stipulated / implied by ourselves, we shall be at liberty to discontinue your application without recompense, or in our sole discretion to substitute or circumvent (where practicable) said documentation and proceed with the application. This includes, but is not limited to, an accounting officer consent to appointment letter.

29. DOMICILIUM AND LEGAL ACTION

Our domicilium citandi et executandi (our legal address for service) is our physical address as indicated on the contact page of our various sites from time to time, and it is: 1 Oak Court, Caledon Street, Somerset West, South Africa.

Your domicilium citandi et executandi (your legal address for mail or delivery) is any of your addresses supplied by you to us from time to time, including your email address, an entity's or proposed entity's registered or postal address, etc.

Our sending an email to an email address used by you to communicate with us shall be sufficient proof of our compliance with any requirement to communicate with you / your CC regardless of whether or not you received the email. We will not be held responsible for bounced emails for whatever reason.

Our sending a mail item to an above-mentioned address shall be sufficient proof of our compliance with any requirement to communicate with you regardless of whether or not you receive the mail. We will not be held responsible for unreceived mail for whatever reason.

You cannot expect us to keep you up to date about things if you do not contact us regularly. If you have not supplied us with an email address or have not confirmed your email and other contact details with us on a regular basis, we shall not be obligated to email or otherwise send you notification of resignation as accounting officer from your close corporation, although we might inform the registrar of this. It will be your responsibility to apprise yourself of such resignation information directly from registrar. Notwithstanding your geographic location at the time of entering into this contract with us, since we are always located at Somerset West when clients conclude agreements with us, you agree for legal purposes that this contract will always be deemed to have been concluded by the parties in Somerset West.

In the event of us taking legal action against you, you consent to the jurisdiction of the Magistrate's court or Regional court in Somerset West notwithstanding the fact that the amount of the claim may exceed the jurisdiction of the said courts. However, we reserve the right to institute action against you in the High Court of Cape Town should this be expedient in our sole discretion.

30. EFILING

As a paying client you authorise us to register your business, CC, company or other and yourself and all of the said entity's directors / members / owners / others for tax and for online tax / tax form submissions and services, such as on SARS eFiling, and to carry out these submissions and services on your behalf.

Information submitted to SARS for you is based on information received from you and you are responsible for ensuring that such information is true and correct, regardless of whether the information is submitted to SARS manually or electronically.

We inform you of what information we are submitting to SARS by means of the eFiling service and you are required to confirm this as true and correct. If you do not do so directly, we shall assume that you have nonetheless given full confirmation in that you might have supplied us with figures / information or otherwise approved financial statements, used as the basis for such submission.

You hereby stipulate that an email approving information for a tax form or instructing us to submit, or a facsimile, attachment or other electronic version / printout of a tax or similar document or part thereof sent to us, shall be conclusive proof that you have given us a specific power of attorney to sign and/or submit the relevant form / document.

Where you do not explicitly authorise us to submit a form / return / document / payment on your behalf, you in any event give us specific power of attorney to sign and/or submit the relevant form / return / document / payment in our sole discretion by virtue of our cognisance of and participation in your affairs. Similarly, if a return / payment is due, and there is limited time to liaise with you concerning its contents / payment, you give us specific power of attorney to submit the form / payment using information assessed in our sole discretion. We will not be held responsible for any incorrect or allegedly incorrect information / payment so submitted.

Specifically if we have asked your input concerning an item / return or your permission to submit something via eFiling, and you have not replied within 3 days, we will assume that you have given the requested permission, and shall be at liberty to submit the item.

Notwithstanding anything to the contrary herein contained, your approval of a set of financial statements is sufficient proof that you fully authorise us to prepare the relevant tax return and submit it to SARS electronically or otherwise without further reference to you.

Notwithstanding our assisting you with eFiling or otherwise, you always remain liable to SARS for the due and timeous fulfillment of all of your obligations towards SARS, and we will not be held responsible

for any delays, errors, non-submissions or any other problem with the service - SARS or ours - howsoever arising.

31. EMAIL APPROVAL

All required documents, such as power of attorney documents and others referred to herein, must be emailed / faxed to us first for our email approval. Thereafter the originally-signed documents should be posted to our postal address. This applies to all our products and services.

We approve your faxed / emailed documents / information in principle - we do not undertake detailed checking - it is your responsibility to make sure that you provide us with essentially correct information, so please double-check your documents / information before sending to us. We are not responsible for incomplete information or for incorrectly spelled or formatted, names, numbers or other items provided by you. You also need to ensure that you have supplied all requested items to us.

32. EMAIL COMMUNICATION POLICY

We do not use telephonic communication and only use email / written communication after order placement for numerous reasons which include:

- client non-availability by phone
- limited opportunity to present the facts accurately from file by phone
- frequency of salient detail omission by phone
- verbal misunderstandings telephonically which can be averted by writing
- unnecessarily long conversations by phone
- no phone facility for sending non-verbal information, e.g. attachments and web links
- no record of conversation and no evidence of discussion by phone

You agree to our email only communication policy after order placement and that you will abide by it, by only sending information or querying your matter by email or other approved written means, such as by fax, retaining / utilising the full subject line provided by us.

Although we may reply to your email sooner, we have a 72-hour email turnaround policy; that is, we aim to respond to your email within 72 hours of receipt, excluding weekends and public holidays. You should give us the courtesy of time to review our emails and to reply to yours. Do not send the same email twice, unless you did not receive a response within said 72-hour period, and do not phone to follow-up an email. If you sent your email properly, we will respond to it in due course.

Notwithstanding anything to the contrary herein or elsewhere contained, we reserve the right to communicate with you using whatever means we may choose, and neither such possible choice nor indulgence given by us shall be construed to be a waiver or novation of our rights in this email policy.

We may use various email addresses to communicate to you about the same or related matter, and the use thereof shall in no way alter your responsibility in relation to these terms. The context, parties involved or subject line given by us (whether or not used by you) shall be sufficient to indicate the matter at hand.

33. EMAILING OF FINAL/OTHER DOCUMENTS

We may email by attachment, or otherwise, in our sole discretion, send, certain documentation to you for attention.

You confirm that the email address provided to us by yourself is in working order and capable of receiving emails with attachments.

We will not be held responsible for any email bounced from your email address for whatsoever reason. Application / final documents / certificates, such as CK1's, CK2's or other, if any, may also be emailed to your email address or an email address used by you in our sole discretion. It is your responsibility to ensure that you receive readable / useable documentation, including finals.

If we send you a document by email or otherwise, our electronic / email record shows that it was sent successfully, and you want it re-sent, you will be required to pay our standard admin fee of from R260.00 ("Two Hundred and Sixty Rand") in our sole discretion for an application to us to resend said email/attachment. This requirement may be waived in exceptional circumstances by a Member of Readyco International CC but only if such request by you falls within 30 days of the date of our originally sending you the document. No exceptions to this policy may be made - i.e. after 30 days, you will definitely have to pay the from R260.00 fee.

34. FAXING

Whenever you send us a fax, it must be followed by an email from you - with any subject stipulated by ourselves intact - alerting us to the fax that was sent, including the following details: Description of documents faxed; number of pages; recipient's name; name/type of order; date and time faxed. This is required for our referencing purposes.

If you do not send us an email alert for your fax, it may remain unreferenced and consequently unprocessed, and we will not be held responsible for this.

35. INFORMATION POLICY

All information, howsoever transmitted and provided by us, or by any of our divisions, servants, associated companies / corporations, trusts, employees, consultants, directors, or any other such person or entity, and whether paid for or not, is done in good faith, and none of these parties will be held responsible for the possible incorrectness or misapplication thereof. All such information is supplied on the basis of "errors and omissions excepted".

We may from time to time provide client / other information under password protection on subdirectories of "MyInfo" or other on our site/s for convenient access by clients. While every effort is made to prevent downtime or unwarranted access to this information, we will not be held responsible for any downtime or access by unwanted persons howsoever caused or gained. Although client listing under MyInfo might be essentially free, services in this connection, including initial listing, may be charged for at any time without notice.

36. IP ADDRESSES AND PRIVACY

When you visit our website, we may log your computer's IP address. An IP address is the unique number used by your computer when it communicates with other computers, such as when you surf the Internet.

We may automatically record IP addresses in order to administer our website more effectively, to determine the popularity of individual pages for better meeting our clients needs, to evaluate the geographical spread of site visitors and clients for marketing purposes, and to assist in verifying credit card usage in an effort to minimise fraud.

On our main site, we do not usually correlate IP addresses to any personal user details. This means that whereas your site usage may be logged, you remain for all intents and purposes anonymous. If we need to enforce disclaimer, trade term or general principles, we will, however, use IP addresses for user identification; also to protect our rights, our site, our clients, users, and any other applicable party.

On our secure site (when ordering) we may match IP addresses with fax and online order details in an attempt to minimise fraudulent credit card usage; this protects you financially and ensures as far as possible that your credit card is not incorrectly used.

We do not use IP addresses for any untoward purpose, such as spamming, data sales, or any similar such anti-social activity. We respect your privacy, and guard any record of your IP address as carefully as we do any credit card / banking details of yours that you may have disclosed to us.

37. MODIFICATION, APPLICABILITY AND INCLUSIVITY

The Close Corporation, Company, Trust, Registration, Accounting, Tax, and Email systems and the practice of providing and administering such Services are evolving, and therefore, we shall have the right, in our sole discretion, to modify the terms and conditions of this document, or other policies / rules from time to time. Any modification by us shall be binding and effective immediately upon posting of the modified document/s on this or any other associated website. We do not specify when/which modifications are made, so the burden of proof will fall on you if you aver that any term read differently on the date of your order, application or request as envisaged herein. If you cannot conclusively prove same, it will be assumed that the term in question read the way it reads on the date of contention. This disclaimer and trade terms are deemed to include all disclaimers, terms and conditions appearing variously on order forms, etc, throughout this and any associated website.

The above disclaimers and all other terms and conditions on this website cover the entire site and all our operations regardless of language, product, service, or otherwise and cover in like manner all of our associate sites, operations, and persons howsoever related and whether natural or juristic.

Likewise all associated or related disclaimers, terms and conditions, whether on this website or elsewhere (such as www.websites.org.za) are deemed to be included herein to the extent that they do not contradict or mollify the effect hereof as determined by us in our sole and absolute discretion.

38. NAME CHANGES

Upon request, we handle name change applications on behalf of our clients (after a Close Corporation / Company has been purchased). This costs approximately double the cost of a name change application done simultaneously with a Close Corporation / Company purchase. Thus it is in the client's interest to opt for the latter if possible rather than the former.

39. NAME CHECK

Our name check service is subject to terms and conditions stated herein and on our various name check forms/documentation.

The free name check offered by us from time to time has the following additional conditions:

- The service may be retracted or stopped by us at any time and at any point of any particular free order/application. In other words, while every effort is made to honour all free name check applications, we are not obligated either to do, continue with, complete or otherwise service any free name check application.
- Only one free name check application may be submitted per person per day. This is determined among others by your IP address, name, email address, etc. Any attempt to abuse this system will result in a permanent block on the relevant IP/applicant.
- If you need more than one name check per day, please apply and pay here: www.namecheck.org.za

40. NAMES

All Close Corporation / Company names on the Close Corporation / Company / CC / Pty List have been carefully created. We have endeavoured to proffer inoffensive names only.

These Close Corporation / Company names have various origins, some being known words from different languages, others being words which have no known meaning. We do not undertake to provide meanings of names to clients or potential buyers. Limited email pointers, at our sole discretion, may be provided, on receipt of a request sent at our email link on our contact page. You select and use our or your Close Corporation / Company names, whether regular, SBC or other, at your own risk. In the event of us in our discretion having to modify the names supplied by you in order to secure a successful reservation, we will not be held responsible for any possible objections, costs, damages, etc which may arise in this regard.

Notwithstanding anything to the contrary herein, on this site or any referred site, or in any offer, rule or policy of ours: when a name reservation application fails, we shall be at liberty to offer re-applications with or without additional cost in our sole and absolute discretion; in such an instance, we typically charge R195.00 for a company name re-application and R99.00 for a CC name re-application - these prices are subject to change without notice; we shall always be allowed to adjust or change any name, purpose or description of principle business in any application to comply with any standards / requirements as interpreted by us in our sole discretion. We will not be held responsible for any errors, be they typographical or otherwise, relating to name reservation applications.

Name reservations / approvals for companies and CC's are generally valid for 2 months. If a name reservation expires or is within 3 weeks of expiry for a company and 2 weeks of expiry for a CC due to your breach of the 14-day document return rule or other, you will automatically become obligated to pay a renewal / re-application fee of R395.00 for a company and R295.00 for a CC, aside from any other applicable admin or other fee.

Clients using Close Corporations / Companies in countries other than in South Africa are likewise solely responsible for the possible conflict of said Close Corporation / Company names with the names of other incorporated / business entities, registered names, trademarks, and / or other names in such countries. Spelling mistakes in names / information given by you are your responsibility, and we will not be held accountable for any such errors being processed or registered. Changes on already entered, captured or submitted documentation is subject to a from R260.00 correction fee per item in our discretion, and changes on already dispatched or registered documentation must be paid for in full by means of a change application.

If you do not use/take up an entity name on a CM5 or CK7, for whatsoever reason as determined by us in our sole discretion, you implicitly donate said document to us, forfeiting any right to it, and thereby authorise us to use the applicable name as our own and/or for our own purposes. If you require a name after this you will be liable for full payment of our standard fee as per application.

41. NEW CC – Now only applicable to CC changes

CC names proposed by you: The first available name will be allocated to you. If none of the names are approved, you may be given more opportunities at our discretion to supply other names. We reserve the right to adjust any names during any application process without notice in order to comply with various standards/requirements. We cannot guarantee that your name application/s will succeed. If they do not, your final Close Corporation document may be dispatched to you with a name as close as possible to your desired name in our sole discretion. The first name application is included in the cost of your Close Corporation. Any additional applications may, in our sole discretion, be charged for at the cost of R100.00 each. You authorise us to automatically debit your credit card for any additional name applications. You are reminded that all fees paid to us are non-refundable.

Member contributions: The Total Members' contribution - i.e. the first money put into the CC to start it off (usually a nominal amount of R100) is selected and adjustable by us in our sole discretion. Please do not pay this amount to us - the contribution amount must be placed into your CC's bank account / petty cash as start-off cash. If you wish to make a higher contribution, it is recommended to rather put that money into the CC as member loan/s which can more readily be withdrawn again for your use.

42. NEW PTY

You must print the Special Power of Attorney at

<https://www.kaltan.co.za/kcci/n/PowerOfAttorney.html> (duplicate the page if more than 10 shareholders) or at such other address as may be provided from time to time, fill in, sign (shareholders and directors) email/fax it to us for approval and post to us by Speed Services at your local Post Office

counter within 48 hours (excluding weekends and public holidays) of submitting the order and email us with the postal tracking number.

Please note: Your PTY cannot be formed without a Power of Attorney.

Client non-compliance in regard to or our non-receipt of the Special Power of Attorney shall not invalidate the order which always remains irrevocable, but our remedies for non-receipt / late receipt of documentation are nonetheless fully applicable.

We may provide our own Chartered Accountant as your PTY's nominated Auditor. You can change this at any time.

If a shareholder is a Close Corporation, Company or Trust (these may not be directors), please mail us (by Speed Services along with the Special Power of Attorney referred to above) an originally signed resolution of that entity agreeing to take up the specified number of shares in "a company to be registered through Readyco International CC" and authorising a signatory (such as a Member, Director or Trustee) to sign all necessary documents on the entity's behalf to effect such, including the Special Power of Attorney referred to above.

We charge R50.00 extra per director/shareholder in excess of 10. The additional charge will automatically be added to the price of the PTY as soon as it has been determined.

43. NO WAIVER OF RIGHTS

No latitude nor leniency in the application of these terms nor any indulgence given by us shall be construed to be a waiver or novation of our rights in regard to these terms.

44. OFFICE HOURS

9am-1pm & 2pm-4pm Monday-Friday

Closed: 15 December - 6 January

&

South African public holidays:

1 January - New Year's Day

21 March - Human Rights Day

A Friday in April - Good Friday

The following Monday - Family Day

27 April - Freedom Day

1 May - Worker's Day

16 June - Youth Day

9 August - National Women's Day

24 September - Heritage Day

16 December - Day of Reconciliation

25 December - Christmas Day

26 December - Day of Goodwill

If the Day falls on a Sunday, the following Monday is usually a public holiday.

Notwithstanding anything to the contrary herein contained or contained in any other of our sites, documents or pages, although we may receive online orders and emails at any time of the day or year, outside of office hours and during the closed period, we do not process anything and we are not available for appointments, mail / courier deliveries, or any other activity.

45. ORDER FORM VERSIONS

All order forms and other documentation on or connected with this site and our business ("the information") are deemed to be coordinated. In the event of a conflict of terms, the term more in our favour shall prevail. Editing, amending or changing in any manner whatsoever of any of the information,

or the use of order forms older than 24 hours is strictly forbidden. Notwithstanding any receipt or acceptance by ourselves of any form (whether or not older than 24 hours) or other part of the information having been so edited, amended or changed, without our prior written consent, such editing, amending or changing shall be totally invalid, and the information so edited, amended or changed shall be deemed to have not been edited, amended or changed, and shall remain fully applicable and valid. All current terms absent on old forms received or accepted by us shall likewise be fully applicable and valid.

It always remains the responsibility of the applicant to ensure that any order form used is up-to-date and not older than 24 hours.

46. POSTAL DELIVERY/COURIER

Do not use a courier to our offices who delivers outside of our office hours.

Do not post mail to our physical address.

No matter what might be stated elsewhere, even by ourselves, the preferred way to send any documentation to us from within South Africa is by Speed Services from your Post Office counter to our P O Box.

You may also however post mail to us from within South Africa by normal post to our P O Box.

47. PROCESS ISSUES

In the unlikely event of a third party objecting to the use of the name of your Close Corporation / Company / Trust purchased from us, whether regular, SBC or other, of there being an unexpected delay in document transmission / return, of there being any uncorrected errors on any documentation, or of their being any difficulties or complications with opening bank accounts, purchasing property, acquiring / configuring any email addresses / aliases, or any other related matters, neither eCC nor any of its owners / associates will be responsible or liable for any alleged or real costs, losses, damages, or claims, or any correspondence involved therein.

In the unlikely event of a third party objecting to the presentation of results, of there being an unexpected delay in document transmission/return, of there being any uncorrected errors on any documentation, or of their being any difficulties or complications with tax payments/tax form rendition/any other related matters, neither Accountkeeper nor any of its owners/associates will be responsible or liable for any possible costs, losses or correspondence involved therein.

We are, however, prepared to provide, at our sole discretion, limited email advice in this regard, on receipt of an email request sent to us.

48. PROOF OF APPLICATION / OTHER

Should you request proof of any of our activities in connection with your application / order, it shall be sufficient proof of such activity having been carried out if we simply report to you in writing, such as by email, that the activity was in fact carried out. We shall not be responsible for supplying / showing any further proof, such as documentation, receipts and the like.

We may in our sole discretion provide you with a tracking number or other information where applicable and deemed necessary by ourselves.

49. PROPERTY PURCHASE

Should you be contracting to purchase a property through a CC/PTY prior to the return of the final CC/PTY document, the contract should be made in a suitable manner to accommodate this if allowed, such as in your name "or nominee" and a suitable nominee clause included.

You should take proper caution in planning the timing of events with regard to purchasing property through your CC/PTY, allowing sufficient time for return of the final CC/PTY document from the registrar.

Once you have purchased a Close Corporation/Company from us, to protect both your and our interests, we do not under any circumstances sign property-purchase resolutions or any other property-purchase documentation on your or your CC's/PTY's behalf.

50. REFERRED WEBSITES

Nothing in forwarding / referred site names, descriptions and / or content ("referred matter") shall be construed as our vouching for or supporting the relevant concerns, and we shall not be held responsible for the referred matter in any manner whatsoever.

Notwithstanding anything which might be indicative to the contrary, reciprocal or other links may be considered for inclusion on this or any other group site by substitution in our sole and absolute discretion. If we do not reciprocate a link, the only remedy you may have is to remove any link to us you may have placed on your site.

We are not responsible for the content, functionality or other aspects of referred, reciprocal or other sites.

51. REGISTRATION OF COMPANIES, CORPORATIONS AND TRUSTS

All Close Corporations / Companies / Trusts offered for purchase on the Close Corporation / Company / CC / Pty / Trust List have been duly registered by the South African Government in terms of the Close Corporations Act, 1984, the Companies Act, 1973, or other applicable act, respectively. Similarly, all Close Corporations / Companies / Trusts to be applied for registration upon your order request are applied to be registered by the South African Government in terms of the same Acts respectively.

52. SERVICE COMMENTS

Whether or not expressly stated in writing or otherwise, you irrevocably grant to us or our assigns permission to quote you, concerning your comments about our service, by name and area or otherwise, in print or on the Internet, in our sole discretion.

53. SHELF CC / SHELF PTY

We do not actively encumber our shelf CCs or PTYs with debt or any other liability. We do not trade with our shelf CCs or PTYs. These entities therefore do not have any tax owing to SARS.

If it is found after purchase that a shelf CC or PTY is liable for any tax return or annual return, it shall be your responsibility to process and pay for such including any late fee, and you completely absolve us from any responsibility in such matters.

54. SOLD ENTITIES

By faxing / sending any Order Form relating to this site and / or any other aspect of our business, you give us permission to display a "SOLD" sign on the Close Corporation / Company / CC / Pty List next to the Close Corporation / Company name being purchased, for as long as we in our sole discretion shall determine, alternatively only to remove such sold entity from the list as convenient to us. This shall also have the effect of allowing us to remove sold names from such lists in a reasonably practicable time in our sole administrative discretion. Other purchasers get allocated the first available entity.

55. STANDARD ADMIN FEE

When you make any error or omission in an application / order to us and require that it be corrected or included, or if we agree to reopen a closed file/matter due, for example to stoppage, then a from

R260.00 standard admin fee shall apply plus copy, handling, postage, packaging and any other applicable fees, all of which will be determined in our sole discretion. "from R260.00" means that R260.00 would be the minimum fee chargeable, and the fee could be determined by us to be a sum higher than R260.00.

Wherever we refer to a "standard admin fee" we are referring to the definition above, and it is also known as a "file reopening fee".

Your application / order process shall be suspended until such time as the required standard admin fee or any other fee owing has been paid by you. If it is not paid within 14 days of request, the 14-day rule herein will apply.

56. STANDARD ADVICE FEE

We answer basic questions in the course of business for sales and support queries. If however your query requires additional effort or the use of additional resources on our part, then a from R378.50 standard advice fee shall apply plus copy, handling, postage, packaging and any other applicable fees, all of which will be determined in our sole discretion. "from R378.50" means that R378.50 would be the minimum fee chargeable, and the fee could be determined by us to be a sum higher than R378.50.

Wherever we refer to a "standard advice fee" we are referring to the definition above, and it is also known as an "email advice fee" or similar.

Your application / order process shall be suspended until such time as the required standard advice fee or any other fee owing has been paid by you. If it is not paid within 14 days of request, the 14-day rule herein will apply.

57. TAX CLEARANCES

A payment and submission of a Tax Clearance application to us is valid for one such application that we make on your behalf to SARS.

If the application is declined for any reason, we shall not be responsible to carry out any of the work involved to improve the applicant's status with the authorities - if you wish us to do any of that work it will be subject to separate quotation.

It is not our responsibility to establish from SARS what may be outstanding or not up to date in your / the applicant's tax matters - it is up to you to find out these issues from SARS. Once you have improved the applicant's status, you may apply for another tax clearance upon payment of the normal fee, provided that we may in our sole discretion perform such second or subsequent application for the same applicant for a reduced fee or free of charge in our sole and absolute discretion.

58. TAX PAYMENTS

Notwithstanding that we do everything in our power to accurately expedite clients' tax work and payments, clients are obliged to remain constantly aware of their tax form/payment obligations in regard to timing and execution. Thus, although we perform the task of documentation/form preparation and tax calculation, the client remains ultimately responsible for own timeous tax payments. We will not be held responsible for tax amounts/penalty/interest.

59. TERMINAL DOCUMENTATION

In the event of a yearend client desiring to terminate future dealings with us the following will apply: Client must cooperate with us for the successful completion of all current paid-for work; if client chooses not to do so, our strict policy of no refunds equally applies. 3 working days notice after work completion or client stoppage and a/c / agreement paid up for final documentation / information collection / mailing / emailing at client's expense. All copying costs to be covered by client.

We reserve the right to disallow documentation supply based on the fact that original documentation has already been supplied to client, or copies have already been supplied, and the only documentation we retain are copies of what the client already has.

Should the client require additional copies, then our from R260.00 standard admin fee structure plus copy, handling, postage and packaging fees where applicable shall apply.

60. THIRD-PARTY TRANSACTIONS

In the event of an order being placed by you on behalf of a third party (such as by you as an attorney / accountant / consultant for a client / member) and you charge the client / member a fee for such service, nothing herein contained or elsewhere shall be construed as giving you any authorisation, agency or any other permission from ourselves to act on our behalf in charging such fee. Such arrangement shall be in its entirety between you and the third party, and we shall not be held responsible for anything whatsoever in such matter.

In the event of you placing an order on behalf of a third party, you hereby warrant that you have the authority to bind that third party as a principal party to all terms and conditions provided in this document, on this site and on all of our linked pages.

In the event of an order being placed by a person on behalf of a third party, the terms and conditions in this document will equally apply to said person as if that person was in fact the applicant.

We use the Government Computer System for certain base certificate retrievals. We do not perform additional retrieval attempts on account of typographical errors made by you. We will not be held responsible for possible computer downtime delays, any erroneous/omitted data/information, or data non-retrieval, whether actual or alleged, in connection with such service.

61. TIMING

Subject to the general disclaimer above, our Corporations and Companies are supplied in South Africa and worldwide as indicated on the relevant pages of this site.

Our ability to provide Close Corporation / Company application services to you depends in part upon the provision of services by third parties. We cannot control and will not be responsible for the actions or inactions of such third parties. We shall not be liable to you or any other party in connection with claims, damages, losses, expenses or costs incurred or suffered by you as a result of actions taken or not taken by third parties.

Subject to all other disclaimers/terms/scheduling and to client's immediate supply of all necessary items/information/annual totals, our average timing from day of payment is exemplified as follows: IRP6 - 5 months; IT12 - 6 months; IT14 (includes Annual Financial Statements) - 8 months; IT14 + AFS for Companies (includes statutory audit) - 9 months. These are average durations based on workload and client scheduling. Individual times required for completion differ from client to client (may be shorter or longer) depending on various factors and on complexity of the work involved.

We can only do the work of an application / payment once you have supplied us fully with the required documentation/ information. Once this has taken place, you must allow us unhindered our required time as professionals to do the work. Any requests/demands to complete the work sooner than that are not permitted.

62. TRADE NAMES

Trade names indicated by you for use in conjunction with Close Corporations / Companies / any other entity are your sole responsibility, and we will not be held liable in any manner whatsoever in such matters, notwithstanding the inclusion of such trade names in bank account names, member / director cards, tax/VAT applications and the like.

63. TRADEMARK APPLICATIONS

Trademark applications are subject to the specific indicators on the relevant order / application form. The application fee is payable upfront in full and covers one search application, which if non-conflicted, includes further submission of the trademark application. If the search results in a conflict or conflicts, you may decide to proceed anyway with further submission of the application or to do another search. Each additional search is subject to our ruling fee for an additional search and does not exceed 30% of the overall application.

64. TRANSACTION POLICY

Payment in advance by credit card, cash or internet transfer only; no cheques allowed: payments or bank/credit transfers by cheque may be rejected/automatically rejected in our sole discretion, and, where unreversed, will only be repaid less a R189.50 admin fee after 21 days upon receipt of written request. If no written request is received, the entire payment is forfeited. We reserve the exclusive right at any time to refuse or reject any payment/payment means or to require payment by another means. Additional proof of identity/authenticity may be required during the payment/application process, such as certified copies of passports, identity documents, credit cards, etc.

Close Corporation / Company returns or swaps not allowed. Order swaps/off-sets not allowed. As our work is special-order and tailored, documentation rejection by you is not accepted. Refund/cancellation policy dealt with above. Close Corporation / Company / documentation collection in person, only after receipt of prepaid order and by appointment only. Prices/terms subject to change without notice. Payment without requisite information, removal/transfer of instructions or incorrect ordering or instructions shall result in forfeiting of fee and service/product. If you obstruct or stop us doing the stipulated work, you will incur a stoppage fee of one hundred percent of your total payment. You will be regarded as having obstructed/stopped us doing the stipulated work, if you did not comply with all requests for information/documentation within 14 days of order/application/our first such request, subject to mitigation clause above. If unspecified, quotes/estimates shall be valid for 3 working days only.

While we make every attempt to keep our services up to date, payments for orders, applications or requests for services or part services which subsequently become incapable of execution or only capable of execution in a different manner due to a defunct law/regulation, the passage of time or any other reason whatsoever, shall not be refundable. If only capable of execution in a different manner, your only recourse will be to allow such execution or to carry it or part thereof out as requested by ourselves. Transactions / deposits / transfers into our bank account which are subsequently claimed to be an error or mistake, shall be assessed by ourselves, and if we determine that such is in fact a bona fide transaction / deposit / transfer but that it appears you have intentions simply to cancel, such transaction / deposit / transfer shall be taken as part of a legally binding transaction with us for the purposes indicated / matching the transaction, and you will be liable to comply with the applicable order rules and terms on this site. If such claim of error / mistake is assessed by ourselves in our sole and absolute discretion to be bona fide in and of itself, and, where unreversed, will only be repaid less a R189.50 admin fee after 21 days upon receipt of written request. If no written request is received, the entire payment is forfeited.

If you stipulate/select/pay an incorrect sum payable on any order form or other instrument of payment, the following will be applicable: if the amount is higher than required, a credit or refund will be granted only if the excess amount paid is R50.00 or more, as refunding less than R50.00 is not commercially feasible due to staff and banking costs; if the amount is lower than required, you automatically authorise us to charge your credit card with the difference required to make the correct payment, or if no credit card was used or it does not work for any reason, you undertake to pay the required difference either by wire, bank deposit or transfer (no cheques) within 24 hours of request being made to you.

You authorise us to charge any credit card, the details of which have been supplied by you, with an order amount, any time after you have placed an order, regardless of whether or not you may have indicated that you would perform a bank deposit/transfer.

As the person legally responsible for use of our services, you are required to supply us with a current and truthful name, postal address and telephone number for our records. You warrant that you are an authorised user of any credit card the details of which you supply to us and acknowledge that we have a right to fully investigate any possible fraudulent credit card use.

65. VAT

Our sales are not subject to VAT in terms of the Value-Added Tax Act, 1991. Therefore we neither charge VAT nor can you claim VAT on the purchase price of any Close Corporation, Company, Trust or service provided by us.

In line with modern commercial practice, we do not issue invoices or receipts for payments made; your bank deposit slip, transfer printout, credit card / bank statement stands as proof of your payment to us; we may supply credit card printouts (slips) for transactions paid by card which require documents to be mailed / couriered; we retain credit card slips on file for transactions paid by card which require documents to be emailed.

Your Close Corporation / Company must only be registered for VAT in South Africa if its turnover in any 12-month period will exceed R1 000 000.

Because this cannot be established before a Close Corporation / Company is sold, we do not supply Close Corporations / Companies that are VAT-registered.

Should you wish to register your Close Corporation / Company for VAT, we recommend that, when you receive the final Close Corporation / Company document, you apply at www.vat.org.za

If your Close Corporation / Company is not going to be registered for VAT, you may wish to include a note on your invoices, such as:

"Not registered for VAT."

The rationale behind this is as follows:

"XYZ CC/PTY is not registered for VAT. VAT has not been added to the amounts on this invoice. These amounts are consequently 14% less than if VAT had been added. VAT-registered clients therefore do not lose a 14% claim, as they are charged 14% less."

66. VAT AND OTHER REGISTRATION APPLICATIONS

All VAT and other registration applications are accepted on the basis that the client is responsible to provide us with the correct and accurate requested / required documentation and to cooperate with us in regard to any other required action.

Should you be requested or required to interface or apply in person at any SARS office or any other relevant place, you shall do so promptly at our or other concerned party request, and shall indemnify us against any liability for expenses, damages or loss, whether alleged or real, which may be associated with such activity.

Your payment for a VAT and other registration application is deemed to be for advice / guidance in such matters and shall in no way be affected by any activity, work or expense required on your part to ensure the effective preparation, lodgement and/or monitoring of such application.

67. WEBSITES AND WEB ADDRESSES

We use numerous websites, pages and domain names to market and present our products and services. All such are subject to these terms as delineated therein and herein.

An email sent from any email address of any domain name of ours or under our control shall be deemed to be subject to these terms insofar as the context, parties and other factors in our sole determination may dictate.

An email sent by us containing one or more domain names / web addresses, shall be subject to the applicable terms to which those domain names / web addresses point. We shall have the final say in determining the relevance or applicability of any such term.

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