

3. SERVICE REQUIRED

Please indicate (☐) what type of service your entity requires.

Accounting Services

☐

Financial Services

☐

Human Resources

☐

Website Designs

☐

COMPANY DETAILS

Registered Company
Name:

Trading Name:

Registration Number:

Vat Registration Number:

Nature of Business:

Physical Address:

Postal Address:

Contact Person:

Tel:

Cell:

Fax:

E-mail:

Would you like to receive any
information in the future from
Khaba Business Accountants?

If Yes, Indicate Method

Yes

☐

No

☐

E-mail

☐

Telephone

☐

4. STATEMENT OF CONFIDENTIALITY

The Members of *Khaba Business Accountants*, (hereafter), makes the following public statement: *Khaba Business Accountants* understands the concept of confidentiality, and the importance thereof, when carrying out our accounting and financial services.

In order to gain access to the privileged information that is required for us to do all our accounting and financial services, *Khaba Business Accountants* promises to keep any proprietary information about our clients confidential. However, *Khaba Business Accountants* may by agreement disclose a client's financial statements, without compromising the confidentiality of the information gained by accounting services.

During our accounting services, *Khaba Business Accountants* may acquire knowledge of certain information, documents, material, financial details, trade secrets as well as proprietary interests concerning the client. They may include, but are not limited to, its business and strategic plans, adherence to accounting principles, financial information, technology, computer systems, licensing arrangements and other technical information concerning the clients' customers, financiers and suppliers, its methods of carrying on business and other confidential information which is not in the public domain and not readily available to client competitors.

Khaba Business Accountants specifically agrees and undertakes the following:

- That all information in relation to our clients, whether such information was gained by us prior to, during or after our service activities, will be treated by ourselves as confidential and will not be reproduced or disclosed to any person or organisation;
- That we will restrict the use of the above-mentioned information exclusively for our bookkeeping and accounting purposes. Permission to disclose any information about a client may only be granted once we have obtained unambiguous written permission from the client to do so;
- That we will maintain and uphold the confidentiality and good faith in relation to the confidential information;
- That we will not divulge, publish or disclose to any person, firm, company, corporation, trust or other entity whatsoever any of the confidential information;
- That we will not at any time use any of the confidential information or any part or extract thereof for our own benefit or for the benefit of any third party other than in our accounting activities;
- That we will be bound by the confidentiality provisions contained in the service level agreement concluded between *Khaba Business Accountants* and our client;
- That without the written consent of the client, no information other than information regarded as public information will be disclosed to any third party;

- The undertakings given by *Khaba Business Accountants* herein shall not preclude *Khaba Business Accountants* from disclosing confidential information;
- To the extent that it may be obliged to do so in law, including, without limitation, any disclosure to the South African Revenue Service, Compensation Commissioner, Department of Labour, Master of the High Court and the Department of Trade and Industry;
- In accordance with the disclosure requirements of any recognised stock exchange;
- Insofar as such disclosure is necessary for the purpose of the service level agreement, to its own officers, employees and professional advisers.

The undertakings given by *Khaba Business Accountants* shall not apply to any part of the confidential information which is public knowledge at the time of its disclosure or thereafter becomes part of the public domain, otherwise than as a result of a breach by *Khaba Business Accountants* of any of its undertakings or obligations hereunder or by its employees, officers or professional advisers.

The above Statement is made by *Khaba Business Accountants* in the interest of transparency, and so that all our clients may be aware of our intentions.

Signed on behalf of the Members of *Khaba Business Accountants* and duly authorised thereto.

5. SERVICE LEVEL AGREEMENT

I (Authorised person)	
As (Designation in legal entity)	
Of (Legal entity)	

Do hereby declare that:

I have the authority to engage with *Khaba Business Accountants* to perform accounting and financial services on the above legal entity;

All information provided by me or any authorised person from the above legal entity provided to *Khaba Business Accountants* is true and accurate;

Only services indicated on this agreement will be done by *Khaba Business Accountants* according to specifications set out in the service packackage any additional services (excluding communication, client visits and annual fees) will lead to additional costs;

That all fees will be payable by debit order on a monthly basis or as agreed upon in this agreement. No refunds will be provided once the agreement is signed.

If I have a complaint against *Khaba Business Accountants*, I will follow the complaints procedure. A copy of our Complaint Procedure is available on request;

That *Khaba Business Accountants* shall disclose to the SARS, COIDA, Dti, Master of High Court in accordance with sound corporate governance principles.

Package Selected	_____
Package Monthly Value	_____
Agreement Start Date	_____
Agreement End Date	_____

This is done and signed at _____ on the ____ day of _____ 20__

For and behalf of the _____ (Entity legal name)

Designated Authority's Signature

TERMS AND CONDITIONS

- a. All packages, except the compliance package, are inclusive of all the services mentioned above for a period of 12 months. We do not charge any additional fees for client correspondence, phone calls, client visits or any consultations. Packages are structured in such a way that additional accounting services will not be needed.
- b. Audits do not form part of any package. An additional quote can be provided upon request.
- c. We provide 2 x 1/2day-training courses at your business premises, on how to correctly do your cash ups, bank cash, file invoices as well as all you need to know about petty cash.
- d. Monthly service fees are to be paid with a debit order on the 25th, 1st or the 7th day of each month. 2% interest per month will be charged to all accounts older than 30 days.
- e. A complaints procedure is available on our website, we will respond to any complaint in writing within 48 hours from the time that the complaint has been received.
- f. Please note that we will contact each company personally once a week by phone and once a week by mail. If any company does not respond and does not provide us with the adequate supporting documentation to perform our service, then we will not be held responsible for any penalties or interest incurred.
- g. Every VAT month, VAT clients need to provide us with their information before the 7th of that month in order for us to process the calculations in time. Information received after the 25th of the month, will be seen to on the 1st of the next month. If we are not able to process the VAT due to a lack of information, we will not be held responsible for any penalties and interest thereafter. The VAT will be submitted on the last working day of each VAT month through the channel of e-filing. All clients will need to provide us with a power of authority to create a debit order before the above-mentioned date. **By signing these terms you will provide us with a power of authority to create a debit order from e-filing to for the VAT due.**
- h. Salaries are processed according to client requirements. In order for salaries to be processed correctly, we would need clients to provide us with all necessary wage information at least one day before the payment of salaries. We will provide a half-day training course on the basic conditions of having employees, as well as provide you with the correct HR forms. EMP201 will be submitted to SARS on the 7th day of the following month. If the 7th falls over a weekend, the return will be submitted on the Friday. The client will once again need to provide us with a power of authority to create a debit order from e-filing for the PAYE / UIF / SDL due. **By signing these terms you will provide us with a power of authority to create a debit order from e-filing to for the PAYE/UIF due.** All U19 will be send to the department of labour before the 10th of the following month.
- i. We will not be held responsible for any penalties or interest due to franchise non-compliances.
- j. CIPC annual returns that are submitted are inclusive with an annual fee.
- k. Financial statements are to be completed within 3 months of the financial year, provided that the members/directors provide *Khaba Business Accountants* with the adequate supporting documentation in order to comply with all legal requirements for compiling financial statements and reviews.

DEBIT ORDER FORM

	BANK INSTRUCTION
Name (Debtor)	
Contact Nr	
Address	
Date	
Debit Amount	
Commencement Date	
	BANKING DETAILS OF CLIENT
Bank Name	
Account Holder	
Account Number	
Branch Code	

This signed Authority and Mandate refers to our contract as dated as on signature hereof ("the Agreement"). I/ We hereby authorise you to issue and deliver payment instructions to the bank for collection against my/our abovementioned account at my/our above mentioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The 12 monthly payment instructions so authorized are to be issued and delivered as follows:

- I. On the _____ day ("payment day") of each and every month commencing on _____
In the event that the payment day falls on a Saturday, Sunday or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available;
- II. Monthly, on or after the dates when the obligation in terms of the Agreement are due and the amount of each individual payment instruction may not be more or less than the obligation due;

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by South African Banks, and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

MANDATE

I / We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions had been issued by me/us personally.

CANCELLATION

I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

ASSIGNMENT

I / We acknowledge that this Authority and Mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

Signed at _____ on this _____ day of _____ 20____

Signature