



## INTRODUCTION

1. Thank you for selecting AJMIV (Pty) Ltd t/a AJM (“us” or “we” or “AJM”) as your advisor. We look forward to developing and continuing our relationship with you.
2. These terms of business will, unless otherwise expressly agreed to in writing, constitute the entire agreement (“**the Contract**”) between the client to whom services are rendered and whose details are set out in Annexure A (“**you**” or “**Client**”) and AJM regarding such services.
3. By signing the Contract, you acknowledge that you have read, understood, and agreed to the contents herein.

## SCOPE OF WORK TO BE PERFORMED

4. We will provide services to you (and associated persons or entities in relation to you as may be requested) in accordance with instructions received from you from time to time.
5. The services provided by us include:
  - 5.1. **Consultancy services** - providing advice; answering questions and/or preparing opinions on tax, exchange control, and other matters; providing advice in respect of tax and representing you in tribunals and other related fora; conducting technical presentations or research;
  - 5.2. **Compliance services** - preparation of corporate tax, provisional tax, or dividends tax returns; monitoring relevant time limits; the lodging of timely returns; the checking of assessments; the calculation of the amount of tax owing; obtaining of Tax Compliance Status letters; and the lodging of any appropriate claims or elections;
  - 5.3. **Dispute resolution services** – drafting of debt compromise, instalment payment

arrangement and voluntary disclosure applications; managing tax audit and preparation of responses to requests for information by the South African Revenue Service (“SARS”); preparation and submission of request for reasons, suspension of payment request, requests for remission of penalties or interest, reduced assessments, objections, appeals; attending to alternative dispute resolution meetings; attendance to tax board and tax court hearings including preparation of heads of argument, attending to settlement discussions with SARS, monitoring relevant time limits and preparation of court applications where SARS fails to comply with the Tax Administration Act No. 28 of 2011 and relevant Rules; and

### 5.4. **Corporate and commercial law services**

– drafting of commercial agreements and resolutions; preparing legal opinions; attending to compliance with the Companies Act No. 71 of 2008 as may be required for purposes of implementing any structure, agreement or series of agreements.

6. At your request, or should we consider it necessary, before performing specific services we will provide you with a further letter or email which will set out a description of the services, our fee estimate, and the timing for completion thereof.

## INTERPRETATION OF LAW

7. Part of our services may include the interpretation of the law. The South African Revenue Service (SARS), a tax board, regulatory body and/or any competent court may maintain different interpretations of current laws and practice to what we hold, and in this regard, we provide no assurance and/or guarantee, whether expressed or implied. To the extent that such difference in interpretation leads to a taxable event and/or tax,

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(\*Associate Director)



as defined in the Tax Administration Act, we shall not be liable for any loss, damage, costs, or expenses suffered by you as a result thereof and to this end, you hereby irrevocably and unconditionally indemnify and hold us harmless against any claim. Any advice, opinion, statement of expectation, forecast, or recommendation provided by us as part of the Contract shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

#### **OUR SERVICES AND RESPONSIBILITY**

8. Any draft or interim reports, letters, presentations, or advice which we prepare will not constitute our definitive opinion nor conclusion and, in such circumstances, our written advice or final written product will take precedence. No reliance may be placed by you on any draft or interim reports, letters, presentations, or advice.
  9. We are not obliged to update any final advice, opinion and/or product provided to you as part of the services and we accept no responsibility for any changes in circumstances, the law or practice, or interpretations of the law which may have occurred since the date of our final advice, opinion and/or product. You are accordingly advised to request for our advice, opinion, and/or product to be updated, if required.
  10. We give no opinion as to the accuracy of information you have made available to us or where we have indicated that we rely on an assumption of facts. Accordingly, our advice, opinion and/or product is based on the information you have provided to us. Unless otherwise stated by us in writing, we make no independent investigation of factual matters, nor of the accuracy, nor the appropriateness of any financial, commercial, or business matters, nor of any valuations.
  11. Where requested to do so, we will answer enquiries over the telephone or in meetings on an informal basis. As this may involve immediate answers or opinions to complicated questions or problems without full and accurate information, we shall have no liability to you for any answers provided immediately. You should neither act, nor refrain from acting, based on such answers or
- opinions unless they are confirmed in writing by us thereafter.
12. Any documentation supplied or prepared by us is supplied on the basis that it is for the sole use of the parties to whom they are addressed and exclusively for the purposes set out therein. No party other than those to whom the documents are addressed may rely upon them for any purpose whatsoever and we accept no third-party claims for damages of any nature arising therefrom. Any product of the services we provide may not be copied, referred, or disclosed (in whole or in part) without our prior written consent, save that copies of the documentation may be made available to your advisors – provided that they are made aware of the terms of this paragraph, including that it be used solely for the purposes stated therein, disclosure by them is not permitted without our prior written consent and we accept no liability from their reliance thereon nor do we owe them a duty of care in connection therewith.

#### **YOUR RESPONSIBILITIES**

13. You acknowledge that you retain all responsibilities related to business judgements and decisions, financial and tax affairs, and for the contents of all correspondence and returns we submit on your behalf.
14. To the extent that you receive any correspondence or forms from relevant regulatory bodies, same must be promptly forwarded to us to be dealt with.
15. All correspondence (other than that of a routine nature) and all returns require your review and approval before submission to the relevant regulatory body and/or other third parties. We cannot be held responsible for our failure to communicate or file returns as contemplated above where such approval from you is not forthcoming in a timely fashion.
16. You furthermore retain responsibility and accountability for:
  - 16.1. any representations made by you to third parties;



- 16.2. the use of, extent of reliance on, or implementation of, advice, recommendations, or services provided by us;
- 16.3. making any decision in respect of the services provided or any use of the product of the services;
- 16.4. providing us with all necessary information and/or documentation in a timely manner;
- 16.5. the delivery, achievement, or realisation of any benefits related to the services that require implementation by you; and
- 16.6. ensuring, at no cost to us, that all arrangements are made for access, security procedures, virus checks, facilities, licences, and/or consents, where we are required, or the nature of the services require us to perform work at your premises or use your infrastructure.

#### **INTELLECTUAL PROPERTY**

- 17. We retain ownership of any copyright and other intellectual property rights in respect of any documentation and materials, in whatsoever form, we supply or prepare for you. You shall acquire ownership of the product of the services in its tangible form on full payment of our fees, due, owing, and payable for any such product. We shall be entitled to use and/or develop and share knowledge, experience, and skills of general application gained through performing the services. You at all times agree to keep confidential any methodologies and technologies used by us to carry out the services or provide the product.

#### **CONFIDENTIALITY**

- 18. We shall not disclose to any third party without your prior written consent any confidential information which we have received from you, except to the extent that such disclosure is required by law.
- 19. The foregoing shall not preclude us from:
  - 19.1. using techniques, ideas, and other know-how gained during the performance of the services in the furtherance of other client

work, and our practice generally, provided that this does not result in disclosure of confidential information or an infringement of any intellectual property rights;

- 19.2. citing the performance of our services to you, to our clients, and prospective clients as an indication of our experience; or
- 19.3. disclosing any such information to our respective insurers, advisors or to any third party to the extent that this is necessary to provide the services or as is required by law.

#### **DATA PROTECTION**

- 20. We are committed to respecting and protecting your privacy, and to ensuring that your personal information is collected and used properly, lawfully, and transparently. By accepting the terms of this Contract, you accept that we will use personal information provided to us, in terms of the practices and policies outlined in our Privacy Policy, which may be accessed on our website <https://ajmtax.co.za/>.

#### **LEGAL PROFESSIONAL PRIVILEGE**

- 21. Some of our staff, representatives, or agents responsible for authoring documents or correspondence as part of the services provided to you, are advocates and attorneys of the High Court of South Africa (both practising and non-practising). Such materials are, where applicable, subject to legal professional privilege as contemplated in section 42A of the Tax Administration Act No. 28 of 2011.
- 22. Legal professional privilege may only be waived by the person(s) to which those materials are addressed, and no other person, Government agency, or any other entity may insist on being apprised of the contents thereof.

#### **FEES**

- 23. Our fees are quoted and charged based on the time spent by us. Unless otherwise advised in writing, the fees for the services are calculated using hourly rates, fixed at a point in time in respect of those employees and/or representatives performing the services. These rates may be found on our website



<https://ajmtax.co.za/> and may be updated and/or amended from time to time.

24. Our fees for services rendered and any additional costs and expenses, plus Value-Added Tax, will be billed as detailed herein or otherwise agreed from time to time and are charged from the first consultation.
25. Time spent on services by different levels of employees and/or representatives is determined by the complexity and skill involved in delivering a premium service to you.
26. Unless otherwise agreed in writing, invoices are due within 30 (thirty) days of presentation and must be paid by way of electronic transfer into our nominated bank account.
27. If you fail to pay within 30 (thirty) days thereof, we reserve the right to: (i) suspend all further services until the full amount due and payable is settled in full or to terminate our relationship with you as set out in paragraphs 32 and 33; and/or (ii) charge interest on the outstanding invoices at the prime lending rate of our bankers from the due date and compounded on a monthly basis on the last day of each month.

#### **DISCLAIMER AND LIMITATION OF LIABILITY**

28. Our aggregate liability, and the aggregate liability of any of our subsidiaries, controlling or controlled entities, associated entities, our directors, and representatives (including our and their employees) for any claims arising out of, or in connection with, any services performed in terms of this Contract and/or our engagement with you, whether in contract, delict, or otherwise and including losses, damages, costs, or expenses is limited to the amount of fees charged for and paid to us, in the particular instruction. This clause constitutes a stipulation for the benefit of each of the persons referred to in this paragraph, capable of acceptance by any of them at any time.
29. We shall not be liable to you, or any third party, for any incidental, consequential, special or any other indirect loss or damage, or for any lost profits, revenues, or data, or for any exemplary or punitive damages.
30. Given the nature and sensitivity of the services undertaken by us, our employees and/or

representatives maintain extensive professional indemnity insurance cover. Further details of the amount of such cover are available to you upon request. No recourse of any nature shall exist against the estates of any individuals mentioned in this paragraph beyond a claim against the professional indemnity insurance cover which may exist for those individuals.

31. We alone will be responsible for the provision of the services. By entering into this Contract, you agree that you will not bring any claim in respect of or in connection with the services, whether in contract, delict, or otherwise, against any of the subsidiaries, controlling or controlled entities, and/or associated entities, our directors, or representatives (including our and their employees).

#### **SUSPENSION AND TERMINATION**

32. We will be entitled to suspend the provision of services on reasonable notice, where you have failed to comply with your obligations in this Contract and/or our instructions necessary to perform the services, including but not limited to your failure to pay our fees on a timeous basis. This does not mean we may not take other steps to recover the outstanding payments.
33. Either party shall be entitled to terminate the Contract by giving the other party 30 (thirty) days' prior written notice. Additionally, we shall be entitled to immediately terminate the Contract where: (i) you commit a breach of the Contract and/or our instructions necessary to perform the services, after having received a notice from us to remedy such breach and you still fail to remedy such breach within the required period of time; (ii) we are prevented from acting in terms of the applicable law; (iii) you enter into a compromise with your creditors, commit an act of insolvency as contemplated in the Insolvency Act No. 24 of 1936 (irrespective of whether you are a natural person or a juristic person), commence liquidation, sequestration and/or business rescue proceedings.
34. Upon termination of our relationship for any reason, you will be liable to pay all charges and fees accrued and costs and expenses incurred up



to and including the date of termination (whether invoiced before or after the date of termination).

## ADDRESS

35. We both agree and choose as our *domicilia citandi et executandi* for all purposes under this Contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the following addresses:
- 35.1. **AJM:** Suite 1603, Portside Building, 4 Bree Street, Cape Town, 8001  
Email: [admin@ajmtax.co.za](mailto:admin@ajmtax.co.za)
- 35.2. **The Client:** As detailed in Annexure A
36. Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only if in writing.
37. Either of us can change our *domicilia citandi et executandi* to another physical address, provided that the change shall become effective vis-à-vis that addressee on the 5<sup>th</sup> (fifth) business day from receipt of the notice by the addressee.
38. Any notice to either of us:
- 38.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or
- 38.2. sent by email to its chosen email address number stipulated in paragraph 35, shall be deemed to have been received on the date of transmission, provided that should it be sent after ordinary business hours, it shall be deemed to have been received on the following business day (unless the contrary is proved).
39. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

## GENERAL

40. You agree to and accept the provisions of the Contract on your own behalf, being duly authorised hereto, and as the agent for other beneficiaries who may receive services under this Contract. You will procure in such circumstances that any other beneficiaries act on the basis that they are a party to the Contract, as if they had each signed the Contract and agreed to be bound by it. However, you alone shall be responsible for payment of our fees.
41. This Contract constitutes the entire agreement between us in respect of the subject matter hereof and neither of us shall be bound by any undertakings, representations, warranties or promises not recorded herein.
42. No alteration, variation of, addition to, consensual cancellation of or waiver of any provision, term or any right arising in terms of this Contract shall be of any force or effect unless it is reduced to writing and signed by us or a duly authorized representative.
43. Failure or delay on our part in exercising any right, power or privilege under this Contract will not constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Accordingly, no indulgence, leniency, extension, waiver, suspension or postponement by us of any right arising out of, or in connection with, this Contract shall be of any force or effect unless in writing and signed by us. Any such indulgence, leniency, extension, waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.
44. The rule of construction that, in the event of ambiguity, the agreement shall be interpreted against the party responsible for the drafting or preparation of the Contract, shall not apply.
45. You may not assign, transfer, or attempt to assign or transfer, your rights or obligations under this Contract without our prior written consent.
46. This Contract may be executed in any number of counterparts each of which shall be deemed for

all purposes to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

47. The Contract and any non-contractual obligations arising out of or in connection with them will be governed by the law of the Republic of South Africa.
48. We agree to and hereby consent and submit to the jurisdiction of such High Court of South Africa, or division thereof, which has its seat in Cape Town, in any dispute arising from or in connection with this Contract, except that, should we both agree, we may submit such dispute or difference between us arising out of this Contract to arbitration, as provided for by the Rules of the Arbitration Foundation of Southern Africa ("AFSA"), by an arbitrator or arbitrators appointed by AFSA.

For: **AJMIV PROPRIETARY LIMITED T/A  
AJM**

**De Wet de Villiers**

\_\_\_\_\_  
Name (duly authorised) hereto



\_\_\_\_\_  
Signature





## ANNEXURE A - CLIENT DETAILS & ACCEPTANCE OF CONTRACT

<b>DETAILS OF CLIENT</b>	<b>Name:</b> _____ <b>Registration / Identity Number:</b> _____ <b>VAT Number:</b> _____ <b>Physical Address:</b> _____ _____ _____ <b>Email:</b> _____
<b>SIGNATURE</b>	
<b>NAME OF SIGNATORY (DULY AUTHORISED)</b>	
<b>POSITION</b>	
<b>DATE</b>	
<b>CURRENCY APPLICABLE</b>	<b>In what currency will you be settling your fees with AJM:</b> <input type="checkbox"/> South African Rands <input type="checkbox"/> Other <b>If other, please specify:</b> _____

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