

Registration No
____/ 2023



082 342 7024 admin@mitsobotladienste.co.za

In
association
with



FOR OFFICE USE

PO Box 3185, 5 Swart Street, Lichtenburg, 2740

E-mail: admin@mitsobotladienste.co.za

(DITSOBOTLA SERVICE ASSOCIATION)

with **MunSERVE** as service provider

Application for Membership

Please complete the following and return the signed registration to the Ditsobotla Service Association.

<u>NAME OF APPLICANT</u>		<u>BUSINESS NAME:</u>	
		<u>Registration number:</u>	
First Name/s	Middle Name/s	Last Name (Surname)	ID Number

MARITAL STATUS Single Married ICP Married OCP

JURISTIC ENTITY Company Close Corporation Trust - Number of Trustees: ____ Partnership

<u>ADDRESS</u>			
Postal		Physical	
City		State / Province	
Postal Code		Country	
<u>CONTACT DETAILS</u>			
Office Phone No	()	Cell Phone No	
Home Phone No	()	Fax No	
E-mail		Alternative E-mail	
<u>PROPERTY INFORMATION OF APPLICANT</u>			
Street No		Street Name	
Erf / Stand Number		Municipal Acc Number	
Registered Owner (Yes/No)		Current Title Deed No	
Name of owner:			
Contact detail of owner: Tel no:		Email address:	

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Please mark & provide the relevant service information truly & correctly where available

- 1) Are you the owner, occupier or both on the property? **Owner** **Occupier** **Both**
- 2) Which of the following services are on the property? **Electricity** **Water** **Refuse**
- 3) Is the municipal **electricity** supply a read meter or pre-paid? **Read Meter** **Pre-paid Meter**
- (a) Please provide physical meter number as reflected on meter(s)
- (b) Please indicate if the meter is functioning / registering. **Yes** **No**
- 4) Is there a municipal **water** meter? **Yes** **No**
- (a) Please provide physical meter number as reflected on meter
- (b) Please indicate if the meter is functioning / registering. **Yes** **No**
- 5) Is there a functional **borehole** on the property? **Yes** **No**
- 6) Is there a functional **refuse bin** on the property? **Yes** **No**
- (a) Is the bin in a workable condition? **Yes** **No**
- (b) Please provide physical number as reflected on bin.
- (c) Is the refuse removal service delivered weekly? **Yes** **No**

1. DOCUMENT

- 1.1 This document contains the Application for Membership.
- 1.2 The terms and provisions stipulated in the subscription agreement to be entered into between the Applicant and MunServe shall apply to the Applicant’s Membership, at any stage subsequent to the date of acceptance of this application by the Ditsobotla Service Association (“the DSA”) and MunServe.

2. MEMBERSHIP REGISTRATION FEES PAYABLE

In order to be a member of the DSA, a once-off membership registration fee is payable, namely **R50** per resident and **R100** per business. By submitting this application form, you agree to payment of the registration fee.

3. APPLICATION

In order to be a member of the DSA, the member must agree that the administration of the services accounts will be done through **MunServe**. An administrative subscription fee is payable to **MunServe** (see rates below). All municipal rates, taxes and service fees will be payable into the Attorney Trust Account.

I hereby apply for:

- membership of the **Ditsobotla Service Association** with **MunServe** as service provider.

You may also apply for extended services to be rendered by **MunServe**.

I hereby apply for:

- extended services by **MunServe** (Please note that a separate subscription agreement is to be signed with **MunServe** for extended services, for example sorting out historical municipal accounts (accounts for the period before commencement of **Munserve** service delivery in terms of this application).

4. ADMINISTRATIVE SUBSCRIPTION FEE PAYABLE TO MUNSERVE

Please mark the applicable block. Please note that an application may be made to MunServe for reduced fees, if this can be properly motivated. If you select this option, MunServe will contact you and explain the requirements and further steps.

- 4.1 SASSA pensioner: **R50** for the first account, and **R50** for every further account.
- 4.2 Residential property: **R150** for the first account, and **R100** for every further account (per month).
- 4.3 Business property: **R450** for the first account, and **R250** for every further account (per month).
- 4.4 Industrial property: **R750** for the first account, and **R250** for every further account (per month).
- 4.5 Agricultural property: **R100** for the first account, and **R75** for every further account (per month).
- 4.6 School property: **R300** for the first account, and **R150** for every further account (per month).
- 4.7 I have proper reasons and wish to apply for a reduced fee:

5. CLIENT MUNICIPAL ACCOUNT NUMBERS

Client municipal account numbers:

Client's property addresses:

6. CORRECTNESS OF INFORMATION

- 6.1 This application is considered and the eventual membership agreement is concluded on the basis and assumption of the veracity and correctness of the information furnished by the Applicant. All information so furnished is material.
- 6.2 The Applicant warrants that the information provided above is true and correct in all respects and hereby indemnifies and holds the DSA and MunServe harmless against all and any claims for damages or otherwise, whatsoever, that may arise from any false and/or incorrect information provided.

7. CLEAR LANGUAGE

- 7.1 The Applicant confirms that this entire document is in sufficiently plain language and that he/she/they understand(s) the content, significance, and impact thereof.
- 7.2 The Applicant further confirms that he/she/they understand(s) and appreciates the applicable risks, costs, and obligations of membership.

8. THE APPLICANT'S DOCUMENTATION

The following documents of the Applicant must be submitted with this Application:

8.1 ALL APPLICANTS:

- This Application
- Subscription Agreement
- MunServe Power of Attorney
- Mandate to the Trust Attorney
- Property owner's written consent
- DSA Registration Fee Proof of Payment

8.2 INDIVIDUAL:

- Identity document
- Marriage certificate (if any)
- Latest municipal account (if any)
- SASSA membership (if applicable)

8.3 COMPANY / CLOSE CORPORATION:

Proof of registration

Representative identity document

Proof of authority

8.4 TRUST:

Trust deed

Letter of authority

Representative identity document

Proof of authority

8.5 PARTNERSHIP:

Partnership agreement

Representative identity document

Proof of authority



ADMINISTRATION SERVICES SUBSCRIPTION AGREEMENT

(Between the DSA Member and MunServe, referred to as “the Parties” or “Party”)

WHEREAS:

- a) The DSA is a voluntary association with a separate legal personality, with the main objective to convene, indicate and appoint residents, local businesses, and external contractors for purposes of the provision of independent solutions, including administration and service delivery for towns within the DLM, by members channelling monthly tariffs/fees/levies for service delivery through the DSA, due to the breakdown of service delivery by the DLM.
- b) The DSA and the DSA Member require the Services;
- c) MunServe has held itself out to the DSA and the DSA Member as having the requisite expertise, experience and capacity to perform the Services; and
- d) MunServe is amenable to be appointed as a service provider for the rendering of the Services to the DSA and the DSA Member, and the DSA and the DSA Member are agreeable to appoint MunServe to perform the Services, subject to certain terms and provisions, as set out more fully in this Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**1. INTERPRETATION**

- 1.1 Any reference in this Agreement to:
 - 1.1.1 a “**clause**” is, subject to any contrary indication, a reference to a clause of this Agreement;
 - 1.1.2 “**law**” means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
 - 1.1.3 “**person**” means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality).
- 1.2 Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 1.3 The headings do not govern or affect the interpretation of this Agreement.
- 1.4 If any provision in a definition confers rights or imposes obligations on any Party, the effect is given to it as a substantive provision of this Agreement.

- 1.5 Unless the context indicates otherwise, an expression which denotes any gender includes all the others; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 1.6 The terms/phrases defined in clause 2 of this Agreement will be construed as binding provisions of this Agreement and any rights conferred and obligations imposed on the Parties by such definitions will be binding on them.
- 1.7 The Parties will, for all purposes of this Agreement, act in their capacity as separate and independent entities with no joint and several liabilities on the part of either Party. The relationship between the Parties will therefore in no way, whatsoever, be deemed to be that of an employer and an employee or a partner or an agency or representative of one another.
- 1.8 The words “including” and “in particular” are without limitation.
- 1.9 Any reference to legislation is to such legislation in force as at the Effective Date, as amended or replaced from time to time.
- 1.10 A reference to a Party includes that Party’s successors-in-title and permitted assigns, as the case may be and subject to the terms and provisions hereof.
- 1.11 Reference to days will be calendar days unless Business Days are specified.
- 1.12 The rule of interpretation that, in the event of ambiguity, a contract must be interpreted against the party responsible for the drafting thereof (the *contra proferentem* rule), does not apply.
- 1.13 When any number of days is prescribed in this Agreement, it will be reckoned exclusively of the first and inclusively of the last day unless, where Business Days are specified, the last day is not a Business Day, in which case the last day will be the next succeeding Business Day.
- 1.14 No provision of this Agreement is intended to contravene or limit the applicable provisions of the Consumer Protection Act, No. 68 of 2008, as amended from time to time, insofar as they may be applicable with regard to consumers, as defined in the aforementioned act.
- 1.15 In the event of any discrepancies between the content of the Service Level Agreement and any annexures hereto, the content of this Service Level Agreement will prevail.

2. DEFINITIONS

Unless the context indicates otherwise, the following meanings are ascribed to the following words/phrases:

- 2.1 “**Agreement**” means this Subscription Agreement and all subsequent amendments thereto (if any), together with all annexures relating thereto, the contents of which annexures are incorporated herein by reference thereto, as if specified;
- 2.2 “**Annexures**” means any written annexures referred to in this Agreement, as may be amended or supplemented from time to time;
- 2.3 “**Business Day**” means any day other than a Saturday, Sunday or any other weekday which has been declared an official public holiday in South Africa;
- 2.4 “**Client Data**” means information provided by the DSA, the DSA Member or any third party to MunServe or otherwise received or collected, compiled, generated, or processed by MunServe in the performance of the Services to either the DSA or the DSA Member;
- 2.5 “**DLM**” means the Ditsobotla Local Municipality;
- 2.6 “**DSA**” means the Ditsobotla Services Association, an independent legal entity with legal personality and continued succession, that exists independent of its members;
- 2.7 “**DSA Member**” means the DSA Member described as such on page 1 of this Agreement;
- 2.8 “**Effective Date**” means the effective date of this Agreement, being the date of Signature;

- 2.9 **“Material”** means all information technology systems and software developed by or on behalf of MunServe or used by MunServe prior to the Effective Date or during the terms of this Agreement for purposes of rendering the Services, concepts, ideas, methods, methodologies, procedures, policies, processes, know-how and techniques, which MunServe has created, acquired, or otherwise has rights in prior to the Effective Date;
- 2.10 **“MRS Account”** means monthly municipal rates, taxes, and service billing account to be rendered by MunServe to the DSA Member based on the applicable municipal tariffs, fees and a provision for VAT in the form as agreed between the DSA Member and MunServe;
- 2.11 **“Munserve”** means HS Mathewson with Identity Number 711226 5067 08 8, an adult male person, trading as Munserve;
- 2.12 **“Munserve Service Fees”** means the maximum fees that may be levied by MunServe against the DSA Member for performing the Services;
- 2.13 **“month”** means a calendar month i.e., from the 1st (first) day of any calendar month until the last day of the same calendar month, and the term “monthly” shall be construed accordingly;
- 2.14 **“POPIA”** means the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time;
- 2.15 **“Services”** means the services as set out in clause 4.1;
- 2.16 **“Signature Date”** means the date on which this Agreement is signed by the Party signing last in time;
- 2.17 **“SLA”** means the Service Level Agreement entered into between the DSA and MunServe and all subsequent amendments thereto (if any), together with all annexures relating thereto; and
- 2.18 **“Trust Attorney”** means an attorney of law appointed by the DSA for purposes of receipt of municipal and administration of monies received for MSR Accounts, and any debits and credits in relation thereto, in accordance with the Mandate by the DSA Member to the Trust Attorney.

3. APPOINTMENT

The DSA appointed MunServe as an independent contractor for the rendering of the Services to the DSA and the DSA Member in terms of the SLA, which appointment MunServe accepted.

4. THE SERVICES

4.1 The DSA and the DSA Member require MunServe to render the following Services

- a) Provide by either e-mail or Whatsapp, accurate and correct monthly billing accounts for services and / or taxes, based on the correct tariffs and fees, on condition that information is provided timeously and accurately by the client in the agreed form and with the agreed process.
- b) Follow up any discrepancy or uncertainty about the accuracy on the DSA Member's municipal account at the DLM (dated from date of this Agreement) brought under the attention of MunServe by the DSA Member and / or the DSA;
- c) Scrutinize the DSA Member's account upon request or at least once per annum for correctness if requested by the Client;
- d) Annually participate on the municipality's budget on behalf of DSA Members during the public participation phase and render written input where need be, based on the sole discretion of MunServe and the DSA.

4.2 MunServe will render the Services in such order and sequence as may be prescribed by the DSA and in accordance with its obligations and service levels in terms of the SLA, which is deemed to be incorporated herein by reference.

5. MUNSERVE SERVICE FEES

- 5.1 In exchange for the rendering of the Services by MunServe to the DSA Member, MunServe will be entitled to levy the MunServe Service Fees, which may only be adjusted/escalated with such amounts and at such rates and intervals as may be agreed in writing between the DSA and MunServe.
- 5.2 Invoices for the rendering of the Services shall be submitted to the DSA Member on a monthly basis.
- 5.3 Payment terms for MunServe's invoices are 30 days after receipt of an invoice.
- 5.4 MunServe shall answer all queries by the DSA Members on such invoices promptly and without unreasonable delay.
- 5.5 Should an invoiced amount be disputed by the DSA Member, be it wholly or in part, the DSA Member will be entitled to withhold payment of such disputed amount pending the resolution of the dispute. MunServe undertakes to, under such circumstances, give their full cooperation to allow for an expedited resolution of the dispute.
- 5.6 All payments of invoices rendered by MunServe for the Services must be made by the DSA Members into MunServe's nominated account.
- 5.7 All payments in respect of the monthly municipal rates, taxes, and service billing account to be rendered by Munserve to the DSA Member ("the MRS Account") shall be made into the trust account of an attorney of law appointed by the DSA ("the Trust Attorney") for purposes of receipt of municipal and administration of monies for an MSR Account, and any debits and credits in relation thereto, in accordance with the DSA Member's mandate to the Trust Attorney. Any such payments in settlement of MRS Accounts received by MunServe shall immediately be paid over to the Trust Attorney, to the credit of the DSA Member.
- 5.8 MunServe shall be entitled to charge interest against a DSA Member for any arrear amounts, in so far as such entries are undisputed. The interest that may be charged by MunServe may not exceed the prescribed interest rate in terms of the Prescribed Rate of Interest Act No. 55 of 1975.
- 5.9 For the duration that an undisputed account of the DSA Member for the rendering of the Services is in arrears, MunServe may suspend the rendering of the Services to the DSA Member, but not before the expiry of at least ten (10) business days from date of written demand to the DSA Member to bring his/her/their payments up to date.
- 5.10 The DSA shall be entitled to revoke or cancel the membership of the DSA Member (for instance when the DSA Member falls into arrears on his/her/their MRS Account). In such an event, the DSA will provide written notification to this effect to the DSA Member as well as to MunServe.
- 5.11 The DSA Member may at any time terminate his/her/their membership by written notification to the DSA and MunServe.
- 5.12 In all instances, the termination date shall be deemed to be the last day of the month in which the written notice of termination is received.
- 5.13 From the termination date as referred to in clause 5.12, all obligations and rights of the DSA Member and MunServe in terms of this Agreement will cease, save that any such rights and/or obligations that have existed up to the date of termination may be enforced by either Munserve or the DSA Member.
- 5.14 In the event that the membership of the DSA Member is terminated in accordance with clause 5.10, MunServe will be entitled to payment of the MunServe Service Fees by the DSA Member for the Services rendered up to and including the last day of the month of receipt of the said written notice of termination. In such an event, the DSA may reactivate the DSA Member's membership by written notification to MunServe, in which event this Agreement shall revive in all respects from date of such written notice.

6. BREACH

The DSA Member will refer any and all breaches of this Agreement to the DSA, who will deal with the same in accordance with the SLA.

7. APPLICABLE LAW AND JURISDICTION

- 7.1 This Agreement will in all respects be governed by and construed in accordance with the laws of South Africa.
- 7.2 MunServe and the DSA Member consent to the jurisdiction of the Magistrates' Court (District Court or Regional Court) for the adjudication of any matter arising from this Agreement, notwithstanding that the amount of any claim may exceed the monetary jurisdiction of such court. The Parties may nevertheless elect to refer any matter arising from this Agreement to the High Court with jurisdiction.

8. INDEMNIFICATION

- 8.1 MunServe herewith indemnifies and holds the DSA Member harmless against any and all losses arising out of or in connection with claims instituted by third parties relating to:
- 8.1.1 the breach or non-performance by MunServe of any of its obligations, representations or warranties set forth in this Agreement; and/or
- 8.1.2 any act or omission of Munserve in fulfilling any of its obligations under this Agreement; and/or
- 8.2 This clause 8 will continue to be binding on the Parties notwithstanding the termination of this Agreement.

9. POPIA AND DATA

- 9.1 MunServe acknowledges that for the purposes of this Agreement, they may come into contact with, or have access to, personal information of the DSA Member, as provided for in POPIA ("Personal Information") and other information that may be classified, or deemed as private or confidential and for which the DSA Member is responsible.
- 9.2 MunServe undertakes to at all times comply with POPIA's regulations and any applicable codes of conduct and that they will only collect, use, and process the Personal Information that they come into contact with pursuant to this Agreement in a lawful manner, and only to the extent required to give effect to and execute the Agreement.
- 9.3 MunServe agrees to put in place, and at all times maintain, appropriate physical, technological, and contractual security measures to ensure the protection and confidentiality of Personal Information that they, or their Personnel come into contact with pursuant to this Agreement.
- 9.4 Unless so required by law, MunServe agrees not to disclose any Personal Information to any third party without the prior written consent of the DSA and/or the DSA Member, or to the extent provided for in this Agreement or for purposes of rendering the Services. MunServe may disclose the Personal Information of the DSA Member to the DSA and the DLM for purposes of this Agreement and the SLA.
- 9.5 Should MunServe at any time wish to transfer Personal Information received from the DSA Member beyond the boundaries of South Africa, MunServe may only do so once in receipt of the DSA Member's prior written consent and provided that MunServe has complied with the provisions of the General Data Protection Regulation, to the extent that it may apply.
- 9.6 It is recorded that the DSA and/or the DSA Member will share Personal Information with MunServe upon request, for purposes of fulfilling the objects of this Agreement.
- 9.7 Ownership in all the data of the DSA Member will vest in the DSA, whether under its control or not, and MunServe shall not obtain any proprietary rights in and to such data.
- 9.8 To the extent that data is under MunServe's control, MunServe shall take reasonable precautions (having regard to the nature of its obligations in terms of this Agreement), to preserve the integrity of the DSA Member's data and to prevent any corruption or loss of such data.

10. INDULGENCE

No relaxation or indulgence which a Party may give or grant with regard to the performance of any of the other Party's obligations in terms of this Agreement will prejudice any of the Parties' rights hereunder or be regarded as a waiver of such rights or as an estoppel against the enforcement thereof.

11. AUTHORISATION`

Persons signing this Agreement on behalf of either of the Parties warrant that they are authorised in writing to sign on behalf of their principals.

12. NOTICES

12.1 All notices given by either of the Parties in terms of the Agreement will be in writing and sent by e-mail or delivered by hand to the following addresses chosen by the Parties as their *domicilia citandi et executandi*:

12.1.1 The DSA Member: the addresses as recorded on the cover page (page 1); and

12.1.2 MunServe: the addresses as recorded on the cover page (page 1).

12.2 Either Party may by written notice to the other Party change their aforesaid *domicilia citandi et executandi* to any other address within South Africa, which is not a post office box or *poste restante*.

12.3 Any notice given by either Party to the other which is:

12.3.1 delivered by hand during standard business hours (08h00 – 17h00 on Business Days) at the addressee's *domicilium citandi et executandi* for the time being, will be irrefutably presumed to have been received by the addressee at the time of delivery; and/or

12.3.2 sent by e-mail during standard business hours (08h00 – 17h00 on Business Days) to the official(s) of the addressee referred to in this Agreement, will be irrefutably presumed to have been received on the first Business Day following the date of successful transmission thereof.

13. GENERAL

13.1 This Agreement together with any documents referred to in it constitutes the entire agreement between the Parties and supersedes any previous arrangement(s), understanding(s), or agreement(s) between them relating to the subject matter hereof.

13.2 Each Party acknowledges and agrees that in entering into this Agreement they do not rely on any undertaking(s), promise(s), assurance(s), statement(s), representation(s), warranty(ies), or understanding(s) (whether in writing or not) of any person (whether a Party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

13.3 The terms and provisions of this Agreement, including this clause 13.3, will only be amended by agreement in writing and signed on behalf of both Parties, duly authorised.

13.4 If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions will remain of force and effect to the extent permitted by law. If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were to be deleted, the provision will apply with whatever modification is necessary to give effect to the intention of the Parties.

13.5 The rights and remedies of the DSA Member and MunServe provided for under this Agreement are in addition to any other rights and remedies provided by law.

14. EXECUTION IN COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which together will constitute one and the same Agreement as at the date of signature of the Party that signs their counterpart last in time.



POWER OF ATTORNEY: The Municipal Manager: Ditsobotla Local Municipality

I/We, the undersigned, _____, with Identity Number/s _____, being the duly authorised representative/s, owner/s and/or consumer/s on below named Ditsobotla local municipal accounts, and being a registered member of the Ditsobotla Services Association (“DSA”), hereby appoint MunServe with power of substitution to be my/our representative and agent and to interact on my/our behalf with the Ditsobotla Local Municipality (“the Municipality”) and obtain all the relevant information that might be necessary to perform a proper reconciliation on municipal charges and taxes on the applicable municipal accounts and prepaid electricity meter/s rendered by the Municipality.

MUNICIPAL ACCOUNT NUMBERS AND ADDRESSES:

ACCOUNT NR	PROPERTY ADDRESS

MUNICIPAL PREPAID ELECTRICITY NUMBERS AND ADDRESSES:

METER NR	PROPERTY ADDRESS

MunServe or the DSA is specifically mandated to:

1. Have access to all the information utilised by the Municipality in order to render a municipal service and rates and taxes account to me/us. It includes all personal information on the municipal billing database, meter readings, meter numbers, property registered in my/our name, valuations of property, the complete billing account as if it was me/us personally requesting and instructing the Municipality;
2. Request the Municipality to supply them with an electronic copy (FTP or other format) of all the said accounts from the first entry to date;
3. Request the Municipality to make adjustments where needed if MunServe is of the view that the charges reflected on the municipal accounts are incorrect;
4. Declare a dispute with the Municipality in respect of disputed entries on my/our municipal accounts, either of own accord or upon my/our or the DSA’s request and to take all follow-up actions;
5. Act as an alternative dispute resolution agent as provided for in the National Credit Act, Act 34 of 2005, to resolve any dispute on the account rendered by the Municipality;
6. Change, on my/our written request, my/our postal address, e-mail address or any other address for delivery of notices or accounts and/or such other account-related personal information;
7. Request the Municipality to also e-mail my/our monthly account/s to MunServe and link my/our account/s at the Municipality with a dedicated MunServe group on the database of the Municipality;
8. Request the Municipality to forward the monthly movement on my/our account/s in the agreed format to MunServe before the 10th day of the month following the billing run and month-end procedure of the previous month;


9. Request the Municipality to support MunServe on any reasonable request to enable MunServe to verify the correctness of any entry on my/our account/s when measured against the applicable policies, by-laws and applicable tariffs;
10. MunServe is furthermore specifically mandated to make use of mistakes on my/our account/s and success/es achieved in marketing and communications with the media, forums and organisations where issues on municipal accounts are discussed or reported, however subject to the terms and provisions of the Protection of Personal Information Act Nr. 4 of 2013.
11. This power of attorney is an ongoing mandate until withdrawn by me / us by written notice to Munserve and the DSA.

Thus signed and agreed to on this ____ day of _____ 2023


Client Signature **Witness**

Name in print: _____

Thus signed, accepted and confirmed on this ____ day of _____ 2023

	<input style="width: 240px; height: 40px;" type="text"/>	Witness	<input style="width: 320px; height: 40px;" type="text"/>
	<input style="width: 130px; height: 20px;" type="text" value="HS MATHEWSON"/>		<input style="width: 130px; height: 20px;" type="text" value="AM MATHEWSON"/>
	<input style="width: 270px; height: 20px;" type="text" value="084 658 7914 horatio.munserve@nwisp.co.za"/>		<input style="width: 270px; height: 20px;" type="text" value="064 153 0690 annemi.munserve@nwisp.co.za"/>

Thus signed, accepted and confirmed on this ____ day of _____ 2023

	<input style="width: 290px; height: 40px;" type="text"/>	Witness	<input style="width: 310px; height: 40px;" type="text"/>
Signature:			
Name in print: _____			

Registration No
____/ 20____



(MANDATE TO THE TRUST ATTORNEY)

I, _____ (full names and surname), with identity number _____, on behalf of _____ (name of company, close corporation, trust, partnership – if applicable) with registration number _____ (if applicable) with residential / business address at _____ and cell phone number _____ and email address _____, confirm that I am a member/am applying for membership of the Ditsobotla Services Association (“DSA”), being a duly incorporated association, vested with independent juristic personality.

I hereby authorise Minchin & Kelly (“Trust Account Attorney”) situated in Mahikeng to attend to the following on my behalf:

1. open a separate and independent interest-bearing trust account for the processing of any transactions in respect of my funds that I may deposit into the account arising from my DSA membership. The account must obtain a reference to Section 86(4) of the Legal Practice Act, No. 28 of 2014 (“LPA”) (“Interest-bearing Account”);
2. process any monthly interest accrued on my Interest-bearing Account as follows:
3. pay an amount equal to 5% (five percent) of such interest to the Legal Practitioners Fidelity Fund (as provided for in Section 86(5) of the LPA), which will vest in the Fund, as required in terms of the law;
4. the balance of the accrued interest i.e., 95%, to be shared in 3 (three) equal parts, of which:
 - 4.1 one part shall accrue to my trust account, and shall be payable to me on demand;
 - 4.2 one part is payable to the DSA to cover their administrative expenses; and
 - 4.3 one part is payable to the Trust Attorney as consideration for the administration of the trust account;
5. promptly execute all my reasonable and legitimate requests pertaining to the processing of the funds held to my credit;
6. utilise my personal information as defined in the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time (“POPIA”), to the extent reasonably necessary to give effect to this mandate, provided that such information is used in accordance with the prescripts of POPIA, and to share all information pertaining to my trust account with the DSA and with Munserve;
7. limit the amount payable in respect of all services rendered by the Trust Attorney in execution of this mandate to the amount as provided for in paragraph 4.3; and
8. sign and complete all/any documentation necessary to give effect to this mandate.

I furthermore hereby appoint the Ditsobotla Services Association (“DSA”) as my lawful agent to instruct Van Rooyen Thlapi Wessels on my behalf to pay funds from my trust account to either the Ditsobotla Local Municipality or to service providers as indicated by the DSA, unless and until I instruct the Trust Attorney otherwise in writing. I hereby indemnify Van Rooyen Thlapi Wessels and hold them harmless against any demands or claims of whatsoever nature arising from any such payments made on instruction of the DSA.

I am aware that while the funds are so invested with the said bank, the funds are not protected against a possible liquidation of the said bank.

Signed at Lichtenburg on this _____ day of _____ 2023.

As witnesses:

1. _____

2. _____

THE DSA MEMBER



LESSOR'S CONSENT FORM

<u>NAME OF LESSOR</u>		<u>BUSINESS NAME:</u>	
		<u>Registration number:</u>	
First Name/s	Middle Name/s	Last Name (Surname)	ID Number

<u>ADDRESS OF LESSOR</u>			
Postal		Physical	
City		State / Province	
Postal Code		Country	
<u>CONTACT DETAILS OF LESSOR</u>			
Office Phone No	()	Cell Phone No	
Home Phone No	()	Fax No	
E-mail		Alternative E-mail	
<u>PROPERTY INFORMATION</u>			
Street No		Street Name	
Erf / Stand Number		Municipal Acc Number	
Leasing the property (Yes/No)		Current Title Deed No	
Name of Lessee:			
Contact detail of Lessee:	Tel no:	Email address:	

- a) I am the lessor and owner, alternatively the duly authorised representative of the owner of the abovenamed Property;
- b) The abovenamed Lessee lawfully occupies either the whole or a designated portion of the Property pursuant to a written Lease Agreement, a certified copy of which is likewise annexed hereto ("the Lessee");
- c) The Lessee wishes to join the Ditsobotla Services Association ("DSA") and actively participate in such association;
- d) I am aware of the DSA's purpose and what it aims to achieve i.e., to assume certain of the duties and responsibilities of the local municipality, which the municipality fails to meet;
- e) I know and understand that the Lessee, as member of the DSA, will not make payment of any amounts directly or at all to the municipality, which may impact the Property; and
- f) I herewith nonetheless **CONSENT** to the Lessee becoming a member of the DSA and to the sharing of information pertaining to the Property with the DSA and/or Munserve.

Signed at _____ on this _____ day of _____ 20__.

The owner of the Property