

# A & G Financial Services Terms and Conditions

## 1. Legal Information

### 1.1) Introduction

These terms and conditions set out the general terms under which we conduct our business. The specific conditions relating to particular assignments will be covered in your Engagement Letter and Fee Terms.

The terms and conditions are subject to change without prior notice.

### 1.2) Applicable Law

Our Standard Terms and Conditions of business are governed by and should be construed in accordance with South African law. Each party agrees that the South African courts will have exclusive jurisdiction in relation to any claim, dispute or difference concerning services rendered and any matter arising from it. Each party irrevocably waives any right to object to any action being brought in those Courts, to claim that the action has been brought in an inappropriate forum, or to claim that those Courts do not have jurisdiction.

### 1.3) Authorisation and Registration

We are registered with SAIBA as professional accountants and can be found on the register of members at <http://www.saipa.co.za>, and we are also registered with SARS as tax practitioners.

### 1.4) Communication

Unless you instruct us otherwise, we may, where appropriate, communicate with you and with third parties via email or by other electronic means. The recipient is responsible for virus-checking emails and any attachments. With electronic communication, there is a risk of non-receipt, delayed receipt, inadvertent misdirection, or interception by third parties. We use virus-scanning software to reduce the risk of viruses and similar damaging items being transmitted through emails or electronic storage devices. However electronic communication is not totally secure, and we cannot be held responsible for damage or loss caused by viruses nor for communications that are corrupted or altered after despatch. Nor can we accept any liability for problems or accidental errors relating to this means of communication, especially in relation to commercially sensitive material. These are risks you must bear in return for greater efficiency and lower costs.

### 1.5) Confidentiality

Communication between us is confidential and we shall take all reasonable steps to keep confidential your information except where we are required to disclose it by law, by regulatory bodies, by our insurers or as part of an external peer review. Unless we are authorised by you to disclose information on your behalf this undertaking will apply during and after this engagement.

#### 1.6) Conflicts of Interest

We will inform you if we become aware of any conflict of interest in our relationship with you. Where conflicts are identified which cannot be managed in a way that protects your interests then we regret that we will be unable to provide further services.

If there is a conflict of interest that is capable of being addressed successfully by the adoption of suitable safeguards to protect your interests then we will adopt those safeguards. Where possible this will be done on the basis of your informed consent. We reserve the right to act for other clients whose interests are not the same as or are adverse to yours subject of course to the obligations of confidentiality referred to above.

#### 1.7) Third Party Rights

The advice and information we provide to you as part of our service is for your sole use and may not be distributed to any third party to whom you may communicate it unless we have expressly agreed in the Engagement letter that a specified third party may rely on our work or by letter of consent specifying who the third party is. We accept no responsibility to third parties, including any group company to whom the engagement letter is not addressed, for any advice, information or material produced as part of our work for you that you make available to them.

#### 1.8) The Protection of Personal Information Act

We confirm that we will comply with the provisions set out in the POPI Act when processing personal data about you and your family. In order to carry out the services of this engagement and for related purposes such as updating and enhancing our client records, analysis for management purposes and statutory returns, legal and regulatory compliance and crime prevention we may obtain, process, use and disclose personal data about you.

### 2. Basic Terms and Conditions

#### 2.1) Terms and Conditions

- The terms and conditions set out below are accepted by the client once services have been agreed upon between our client and A & G Financial services and the client.

- These terms and conditions with our privacy policy will be available on our website and will change from time to time
- Reference to A & G Financial services includes any member of management, an employee, or a connected person

## 2.2) Payments

- We work according to fixed fees quoted in advanced and which is on the letter of engagement.
  1. We will bill on the 25<sup>th</sup> of every month after which payment is due within 7 days after date of which it was rendered.
  2. No work will be done after this date until full payment is received.
- Our fees are exclusive of VAT which will be added where it is chargeable. Any disbursements we incur on your behalf and expenses incurred in the course of carrying out our work for you will be added to our invoices where appropriate.
- Unless otherwise agreed to the contrary our fees do not include the costs of any third party, counsel or other professional fees.
- All once-off invoices are billed prior to commencement of work and is also payable in advance. If payment is not received within 7 days of the invoice date, no work will be performed.
- We reserve the right to charge interest on late payments of 10%.
- Bad debts will be handed over to debt collectors and the client will be liable for any legal and debt collecting costs as well as their outstanding account.

## 2.3) Intellectual Property Rights

- We will retain all copyright in any document prepared by us during the course of carrying out the engagement save where the law specifically provides otherwise.

## 2.4) Scope of work

- All services to be performed by us will be contained in the engagement letter which will be sent to the client prior to commencement of any work. The letter will set out our fees and your instructions to us. Upon receipt of this letter, clients are required to accept it if in agreement thereof.
- The client is required to sign this document and send it back to us at [info@agfinancialservices.co.za](mailto:info@agfinancialservices.co.za)
- Work will commence upon receipt of the acceptance of the engagement letter.
- Should the client has further instructions not covered in the abovementioned letter, the client is required to inform us by written communication. Any work performed outside of the scope of the engagement letter will be charged per hour or at a predetermined fee between the client and us.

## 2.5) Cancellation of services

- Once the access to information has been transferred to another party or the client, we will not provide any further information regarding the client and their business to any third party.
- On cancellation of services the following applies:
- We -:
  - 1). may not be held responsible for any deadlines due by the client to other institutions;
  - 2). May not be held responsible for any data that belongs to the client once it has been transferred to another party or back to the client;
  - 3). reserve the right to deactivate or disable all profiles that it still held for the client
  - 4). do not have to interact with the client once all transferal procedures have taken place.
- Services will be cancelled in the following events:
  - 1). The client wants A & G financial services to contravene the law of South Africa and any professional body we are required to adhere to.
  - 2) The client fails to cooperate with us;
  - 3) We have reason to believe that you have provided us or SARS with misleading information in which case we may terminate this agreement immediately. Termination will be without prejudice to any rights that may have accrued to either of us prior to termination.
- Either party can cancel services by giving 30 days' notice

## 2.6) Responsibility

- A & G financial services can only perform the agreed-upon services based on the information provided by the client.
- The information provided by the client should be accurate. We will take no responsibility should provided information be incorrect or misleading. The client is responsible for the accuracy of the information provided.
- A & G Financial Services will not perform any service based on any unethical or inaccurate information provided by the client.
- When the client fails to provide the requested information within the timeline agreed upon between parties, we will not be held liable for any penalties, fines, and interest raised due to late submission to SARS or any other professional body.
- If the client does not provide the necessary information in order to complete the service agreed upon within 6 months of the agreement date, the agreement will be terminated by a resignation letter.
- A & G Financial Services reserves the right to charge penalties and interest for work that is submitted two months later than the requested date.

Electronic Communication:

- A & G Financial Services will only use emails and letters to communicate instructions of services and agreements between parties.
- Meetings are allowed between parties, however minutes of meetings will be set out and provided to both parties to ensure there is a record of the meeting. The minutes of the meeting will be done electronically and saved. The data will also be backed up regularly in order to ensure the confidentiality thereof
- All documents and information provided by the client should be done electronically.
- This will be saved and backed up regularly to ensure that it is kept safe and confidential.
- Should the client require a specific time frame for their agreed work to be done, the timeline needs to be discussed with A & G Financial Services before the agreement is finalised.
- A & G Financial Services will decide whether the time frame is manageable before the agreement is finalised.

Email terms and conditions:

- The information contained in any email is confidential and intended solely for the person to whom it is addressed.
- All reports and documents attached to the said email are property of A & G Financial services. Any changes made by a third party will render the document invalid

Confidential and personal information:

- In terms of the POPI Act A & G Financial Services will not keep any paper copies of client's information
- All necessary documents will be scanned and saved electronically
- Original documents will be given back to clients immediately
- All electronic files will be backed up regularly
- Working paper files will be kept by A & G Financial Services as it is the property of our Services

We confirm that the terms and conditions are read by the client without confirmation of such.