

For office use:				
X	Q	M	DOR	S

Member No: _____

JL Rep: _____

MEMBERSHIP APPLICATION

(please note that company /cc / trust / partnership registration documents and proof of address must accompany this form for FICA purposes)

Company Name:			
Trading As:			
Type of Business (Sector / Industry):			
Registration No:		Vat No:	
Physical Address:			
Postal Address:			
Contact Person:		ID Number:	
Contact Person (accounts)			
Business Tel No:		Alternate No:	
Cell No:		E-mail:	

PAYMENT INSTRUCTIONS

I / We hereby request, instruct and authorize Joblaw (Pty) Ltd, to draw against my/our bank account or any bank or branch to which I/we may transfer my/our account all moneys due and owing in respect of this agreement **monthly in advance**. All such withdrawals from my/our bank account by you shall be treated as though I have signed it personally.

LABOUR:	Number of Employees		
Commissioning & Training Fee (once-off)	R		Amount EXCL. VAT
AHI Membership (annually renewable)	R		Amount EXCL. VAT
Retainer (on a monthly basis in advance)	R		Amount EXCL. VAT
ADDITIONAL SERVICES:			
	UIF Services	- R	Amount EXCL. VAT
	Payroll	- R	Amount EXCL. VAT
POPIA:	6 or 12 Months		
	Commissioning Fee (once-off)	- R	Amount EXCL. VAT
	Full Price	- R	Amount EXCL. VAT
	Retainer (on a monthly basis in advance) -	R	Amount EXCL. VAT
TOTAL FEES:		R	Amount EXCL. VAT
Would you like to receive monthly invoices?		YES <input type="checkbox"/>	NO <input type="checkbox"/>

Payment method (Circle the requested option)	Debit Order / EFT
Debit Order date (Circle the requested option)	DOR - 25 th / 30 th / 01 st / 02 nd of the Month (Billed in advance)
Membership commencement date	
Billing commencement date	

WHERE DEBIT ORDER DATE FALLS ON A SUNDAY OR PUBLIC HOLIDAY THE DEBIT ORDER MAY BE COLLECTED ON THE FOLLOWING BUSINESS DAY

SPECIAL ARRANGEMENTS: _____

Name of Account Holder		Name of Bank:	
Bank Account No:		Type of Account:	
Signature of Authorized Account Holder:		Date:	

LABOUR TERMS & CONDITIONS

Directors
Mr. AE Steyn; Mr. C Swanepoel (LLB)
APPROVED MEMBER OF AHI EMPLOYERS' ORGANIZATION Ref No. LR2/6/3/475
Offices in
Cape Town – Hermanus – Boland – Helderberg – East London – Gauteng – Pretoria – Centurion – Kimberley – Christiana – Vryburg - Bloemfontein
– Klerksdorp – Upington – Vredendal – Durban – Plettenberg Bay

The signatory to this contract hereby declares that he/she has the necessary authorization to sign this agreement on behalf of the member.

I _____, the undersigned, hereby accept the conditions of membership with JOBLAW as set out hereunder:

1. This application forms the basis of the contract between JOBLAW and the member.

2. The member understands that it will on an annual basis be necessary to become a member of a designated Employers organization at the membership costs at the time. However, representation in the CCMA or other dispute resolution centers as a member of the Employer's organization is free of charge.
3. Membership is entered into for a period of 3 (three) months after which membership will remain in force until expressly terminated with one calendar months' notice by either party. Either party shall have the right to terminate this agreement by giving the other party one calendar months' notice in writing.
4. Membership is subject to the signing of a debit order against the proposed member's bank account unless otherwise agreed.
5. The member herewith agrees that dishonored debit orders will result in the full outstanding subscription becoming due immediately and that JOBLAW shall be entitled to recover any and all costs incurred in connection with such dishonored debit order. The member further agrees that JOBLAW shall be entitled to charge a penalty fee of **R75 (Seventy-Five Rand)** excluding VAT or such other amount as amended to from time to time, in respect of any RD payments, overdue fees or late payment thereof.
6. Transport will be charged at R5.00 per km, or such other amount as amended to from time to time, for distances beyond 10km from the JOBLAW office.
7. The member accepts liability for costs and wasted time where notices of disciplinary enquiries are either not served on employees or not served timeously and the member fails to advise JOBLAW accordingly.
8. The member understands and accepts that in instances where the member fails to follow or heed our advice, JOBLAW may still represent the member, but the member will be liable for time spent on any such matter at the ad hoc rate applicable at the time. Failure by the member to timeously provide JOBLAW with any and all documentation received, including but not limited to notices of set down of conciliations and arbitrations, are included herein.
9. No documentation may be copied or distributed to anyone and is for the exclusive use of JOBLAW and its members.
10. Any misrepresentation by a member in or during the conclusion of this agreement may result in his/her/its membership being terminated, all contributions made to JOBLAW being forfeited and he/she may be liable for any outstanding monies due to JOBLAW and/or costs incurred.
11. The member hereby declares that to his/her/its knowledge there is no Labor related claim/action/case pending against him/her/it that has not been disclosed to JOBLAW and that he/she/it is not aware of any other incident that occurred prior to the date of signature hereof which may lead to the institution of any claim/action/case against the member.
12. JOBLAW will represent and provide advice to any of its members who has acted in good faith and within the guidelines and parameters that are provided for by the law, legislation, or secondary legislation. The member specifically authorizes and delegates the right to JOBLAW to impose and give effect to any sanction, including dismissal, at disciplinary hearings.
13. No liability Clause: JOBLAW, its officials and their associates accept no liability for any damages or losses suffered as a result of actions taken that are inconsistent or in violation of any Wage determination applicable at the time, the Labor Relations Act 66 of 1995, the Basic Conditions of Employment Act of 1997, The Unemployment Contributions Act or any other act or determination regulating the employment relationship. Any paid-up member shall be entitled to contact JOBLAW for further information and to arrange for a consultation to deal with any issue within the scope of the services rendered by JOBLAW.
14. Jurisdiction of courts: JOBLAW and the member submit to the jurisdiction of the Magistrates Court Bellville, irrespective of the quantum of the claim or the address of the member, in the event of any legal proceedings arising from the provisions of this contract and, furthermore JOBLAW shall be entitled to recover any and all legal fees on a scale as between attorney and own client, inclusive of collection commission, travelling costs, travelling time and waiting time.
15. Notice and Domicile: JOBLAW chooses as its domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this contract, the following address: 297 Durban Road, Tygervalley, Durbanville, 7530.
16. The member chooses the physical address provided on page one hereof as his/her/its domicilium citandi et executandi for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this contract.
17. Labor Appeal Court and Labor Court matters are not included in JOBLAW's retainer services, and any services rendered in this regard will be charged at a reduced JOBLAW ad hoc client rate.
18. Direct costs incurred, e.g., postage, courier fees, transcription of record costs and correspondent fees are not included in the retainer fee and will be charged for.
19. I / we agree that the retainer will increase by not more than 2% above the consumer price index annually and will be adjusted automatically and that any bank charges relating to this debit order / stop order to be for my / our own account.

Directors

Mr. AE Steyn; Mr. C Swanepoel (LLB)

APPROVED MEMBER OF AHI EMPLOYERS' ORGANIZATION Ref No. LR2/6/3/475

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20. The client/member understands and accepts that in the event of its employee numbers increasing or decreasing substantially, Joblaw will be entitled to increase or decrease its retainer fees accordingly. The onus will be on the client to keep Joblaw informed of the number of its employees.

21. The client/member hereby expressly agrees that the given banking details be utilized to deduct the necessary UIF contributions.

22. Submissions of injury-on-duty and all COIDA related enquiries are not included in JOBLAW's retainer services. Services rendered in this regard will be charged at a JOBLAW *ad hoc* basis @ **R850.00 excl vat (Eight Hundred and Fifty Rand)** excluding VAT per hour or part thereof or as amended from time to time

Signature: _____ Capacity: _____ Date: 20 / / .

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POPIA TERMS & CONDITIONS

23. Membership is entered into for a period of either 6 or 12 months after which the POPIA agreement will be terminated.
24. For the purpose of this agreement, it is agreed between the parties that the member / client is the Responsible Party and Joblaw (Pty) Ltd is the Operator in terms of the Protection of Personal Information Act. As part of the relationship between Joblaw and member / client, the member / client agrees to the collection, use and storage of their personal information for reasons directly relevant to the purpose of this agreement.
25. Joblaw as operator and the member / client as Responsible Party undertake that they will implement appropriate technical and organisational measures to meet applicable data protection laws' requirements and protect the data subject's rights.
26. It is agreeing that each party is responsible for the secure transfer of any data they share with the other party. Each party must take appropriate technical and organisational measures to make sure that they transfer data securely to the other party.
27. Joblaw will treat all personal data as confidential.
28. Joblaw will evaluate the implemented measures on an on-going basis to maintain compliance with the requirements set out in relevant data protection laws.
29. Joblaw will inform member / client timeously of any plans to transfer personal data to a third party.
30. Joblaw undertake to notify member / client after becoming aware of a personal data incident without undue delay provided that the incident has a material impact on its personal data processing.
31. Joblaw may not subcontract any of their services related to the processing activities consisting of the processing of the personal data or assign their obligations to another processor without controller's general written authorisation (provided that Joblaw tells the member / client the details of any operator or sub-operator that they intend to subcontract or assign their obligations to and gives the member / client an opportunity to object).
32. Each party indemnifies the other and holds them harmless against all claims, actions, third party claims, losses, damages and expenses that the other party incurs arising out of a breach of this agreement or applicable data protection laws by the indemnifying party, provided that: each party provides the other with a notice of the claim promptly after receiving it; the indemnified party gives the indemnifying party the right to control the defence; the indemnified party will provide the indemnifying party with reasonable assistance as necessary; and the indemnified party will avoid admission of liability.
33. Joblaw's full privacy notice will be published on its website. The member/client agrees to familiarise themselves with and remain familiar with the privacy notice as it may be amended from time to time.

Signature: _____ Capacity: _____ Date: 20 / /