

## **The Schedule**

### *Client Information sheet and debit authorization*

Business name:	
Trading as (if applicable):	
Business registration number:	
Business representative:	
Business representative ID number:	
Position held in business:	
Cellphone number:	
Business address:	
Province:	
Telephone number:	
Email address:	
Sector (industry):	
VAT number:	
Accountant name and number:	
Number of employees (including executive directors):	
SDL number:	
Annual payroll estimate:	
Additional information/comments:	
Affiliate code:	

Please select the best plan for you (You will find the details of each plan on our plans page).

<b><u>Suite of products</u></b>	<b><u>"First Base"</u></b>	<b><u>"Second Base"</u></b>	<b><u>"Third Base"</u></b>
Tick appropriate block			
Monthly fee			

## A. Authority

**Given by (ACCOUNTHOLDER)**

Account type:		Current		Savings		Transmission
Accountholder's name:						
Bank:						
Account number:						
Branch code:						

Monthly Amount:	R							-		
Amount (Once Off):	R		1	5	5	0		-	0	0

First Debit Date																			
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**To (BENEFICIARY DETAILS)**

Name:	S	K	I	L	L	S		S	A											
Abbreviated name:	S	K	I	L	L	S		S	A											
Contact number:																				
Address:																				

This signed Authority and Mandate refers to our contract to our contract dated: \_\_\_\_\_

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our above-mentioned 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 and continuing until this Authority and Mandate are terminated by me/us by giving you one calendar's month notice in writing.

The individual payment instructions so authorised to be issued must be issued and delivered monthly (on the first day of every month).

In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day.

I/We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks. I also understand that details of each debit order will be printed on my bank statement. This statement reference must contain a number, which must be included in the said payment instruction and if provided to SkillsSA should enable SkillsSA to identify your agreement. This number must be added to this form in "The Agreement reference" field below, before the issuing of any payment instruction.

## B. Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

I/We acknowledge that if the amount of the debit order is changed to an amount lower than the original amount (due to insufficient funds or any other reason) and/or if the reference name of the payment is changed, then SkillsSA (Pty) Ltd may debit from the account listed, on any date it may decide at its own discretion, to settle the amount owed to SkillsSA (Pty) Ltd for any reason whatsoever.

## C. 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.

## D. Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of a written assignment of the Agreement, this Authority and Mandate may not be assigned to any third party.

<b>The Agreement Reference:</b>																			
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Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

Signature: \_\_\_\_\_

CONTRACT NUMBER 000\_\_\_\_\_

Tel:

E-mail: admin@skillssa.net

Website: [www.skillssa.net](http://www.skillssa.net)

## SERVICE AND PAYMENT AGREEMENT

Between

**SKILLSSA (PTY) LTD** REG. NO 2017/136778/07

(Hereinafter referred to as "SkillsSA")

And

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Client Registered Name  
(Hereinafter referred to as "the Client")

### 1. Definitions

- 1.1. The following definitions will apply in this agreement:
  - 1.1.1. "Annexure A" means the first annexure to this agreement providing a breakdown of the services to be provided by SkillsSA to the Client;
  - 1.1.2. "ATR" means the annual training report the format and content of which is set out by the relevant Sectoral Education and training Authority ("SETA").
  - 1.1.3. "SDLs" means Skills Development Levies imposed by the South African Government on employers in terms of the Skills Development Levies Act, Act 9 of 1999;
  - 1.1.4. "Signature Date" means the date that this agreement has been signed by the last party in time;
  - 1.1.5. "SkillsSA" means SkillsSA (Pty) Limited a private company registered in South Africa with registration number 2017/136778/07;
  - 1.1.6. "The/this agreement" means this agreement, the Schedule and any annexures;
  - 1.1.7. "The Client" the person or body specified as such on the cover page of this agreement;
  - 1.1.8. "The Schedule" means pages 1 to 3 of this document;
  - 1.1.9. "WSP" means the workplace skills plan the format and content of which is set out by the relevant Sectoral Education and training Authority ("SETA").
- 1.2. The rule of interpretation that a contract will be interpreted against the party responsible for its drafting or preparation or for whose benefit the clause was inserted will not apply.
- 1.3. Any reference in this agreement to a party will include a reference to that party's assigns expressly permitted under this agreement and, if such party is liquidated, sequestrated, or deceased, be applicable also to and binding upon that party's liquidator, trustee, or executor, as the case may be.
- 1.4. This agreement and all matters arising here from will be governed by the laws of the Republic of South Africa, notwithstanding the place of signature and/or the place of delivery of any performance rendered between the parties in terms of this agreement.
- 1.5. The signatures hereto by the authorised representative will be deemed to be a properly authorised approval by the respective party to bind such party and such party will accordingly be bound thereby, notwithstanding that the provisions of that party's corporate agreements and documents may otherwise provide for a particular procedure or for a particular person to sign for the proper authorisation thereof, and notwithstanding that the procedures or authorisation process may not have been complied with.

## **2. Recordal**

- 2.1. SkillsSA offers assistance with the recovery of SDLs and various other services and the Client wishes to avail itself of such services in return for a fee payable to SkillsSA.
- 2.2. This agreement sets out the terms and conditions of services to be provided to the Client in return for the fees specified in this agreement and the Schedule of the schedule incorporated herein and attached hereto as Annexure A.
- 2.3. The parties accordingly wish to conclude this agreement.

## **3. Duration**

- 3.1. This agreement shall be effective for a minimum initial period of twelve (12) months. The period shall be calculated as from the date of signature of this agreement.
- 3.2. This agreement will automatically renew for a second and further periods of twelve (12) months unless the Client gives at least one (1) month's prior written notice at least one (1) month before the anniversary of the agreement that the agreement should not be renewed.
- 3.3. Save for any provisions to the contrary contained elsewhere in this agreement, this agreement may not be cancelled during the period of operation thereof except for reasons as set out in 3.4 and 3.5 below.
- 3.4. SkillsSA shall be entitled to cancel this agreement before the expiry of the contractual period should the Client breach any of the payment provisions or at any time if the Client breaches any commitment or warranty in this contract or in any other circumstance SkillsSA must provide the Client a written notice stating the reason for termination.
- 3.5. The Client shall be entitled to cancel this agreement before the expiry of the contractual period should SkillsSA breach any of the service requirements as agreed with the Client and fail to remedy such breach within thirty (30) days of being notified in writing to that effect by the Client.

## **4. Services - Service agreement**

- 4.1. SkillsSA will provide various services to the Client as set out in Annexure A to this agreement.
- 4.2. If any information is not provided by the Client to SkillsSA by the due date (end of January of each and every year that this agreement endures) on the SkillsSA's EXCEL SPREADSHEET TEMPLATE, SkillsSA will not be held responsible for any uncompleted WSP or ATR submissions and claims.
- 4.3. It is the Client's responsibility to ensure that the Client is paying SDLs and complying with all relevant legislation and SkillsSA will not be held responsible for any unsuccessful claims as a consequence of unpaid SDLs or non-compliance with relevant legislation.
- 4.4. The Client hereby indemnifies SkillsSA for all and any loss of income or rebates, losses, damages, expenses or any other cost or loss of income incurred as a consequence of the Client not supplying the correct, relevant accurate and complete information to SkillsSA to enable SkillsSA to provide services to the Client.

## **5. Fees and disbursements**

- 5.1. The monthly retainer or other service payment set out in the Schedule to this agreement shall, unless otherwise agreed, be paid by means of a Debit Order Authorization drawn on the Client's bank account. The Client acknowledges by signature of this agreement that permission was granted to SkillsSA to present the said debit order against the bank account as indicated in the Schedule. The Client shall immediately inform SkillsSA if such banking particulars have changed during the term of this agreement.
- 5.2. The service fee and ad-hoc fees agreed upon in this agreement will automatically be increased by the same percentage as the consumer price index (CPIX) annually unless, SkillsSA at its own discretion, decides not to impose an increase for a particular year.
- 5.3. In the event that the Client has a material increase or decrease in the number of its staff (more than 25%), SkillsSA and the Client agree to meet and if necessary adjust the fee due to SkillsSA to account for the change in the number of staff.
- 5.4. In the event that VAT becomes due on any amount due by the Client to SkillsSA under this agreement, then VAT will be added to such amount and a tax invoice shall be supplied to the Client.
- 5.5. The Client agrees that the Schedule together with this agreement shall serve and be regarded as written authority to SkillsSA to recover and deduct the aforesaid monthly service fee from the Client's bank account on the selected day of each and every month for the full duration of the agreement.
- 5.6. Any amount outstanding for 30 days and longer shall accrue interest at the maximum legal prescribed rate from time to time, calculated as from the date when the payment fell due up to the date payment is received.

- 5.7. If the this agreement is cancelled before the full period of 12 month period since Signature Date lapses, the Client agrees to a penalty fee of 50% of the total amount owing to SkillsSA for the remaining period of this agreement, the Client agrees that the amount owing to SkillsSA will be automatically deducted using the mandate provided in the Schedule above (or any replacement bank account if such banking details have changed in the interim). The Client will be informed via email of the notice of deduction beforehand.
- 5.8. If any Discretionary Grant/s is claimed by SkillsSA for or on behalf of the Client, there will be an additional administration fee based on the gross amount of the Discretionary Grant payable to SkillsSA. This fee will be determined on the basis of the sliding scale set out in Annexure B.
- 5.9. SkillsSA will not give or be liable to pay any refunds to the Client relating to any of registration fees, service fees and monthly subscriptions after the signed contract date.

## **6. Warranties**

- 6.1. The Client and the signatory jointly and unconditionally gives to and in favour of SkillsSA the warranties set out below, which warranties the Client hereby accepts and records are material representations which induced SkillsSA to enter into this agreement:
- 6.2. That it is registered for and it is paying SDLs;
- 6.3. That the signatory signing this agreement on behalf of the Client has the requisite authority to sign this agreement;
- 6.4. Each such warranty is a separate warranty and is in no way limited or restricted by inference from the terms of any other warranty and will continue to remain in force notwithstanding the completion of any or all the transactions contemplated in this agreement.
- 6.5. Save for those warranties and representations expressly given or made in this agreement no other warranties or representations are given or made, whether express or implied.

## **7. Breach**

- 7.1. Should the Client fail to make any payments due in terms of this agreement on the due date or at all, or fail to comply with the terms and conditions of this agreement or should it breach a warranty, SkillsSA shall without prejudice to its other rights in law, be entitled to:
- 7.1.1. Cancel this agreement with immediate effect; and
- 7.1.2. Retain all payments made by the Client in terms of this agreement; and
- 7.1.3. Claim payment from the Client of any amount outstanding; and
- 7.1.4. Retain all documentation of the Clients held by SkillsSA relating to any matter dealt with by SkillsSA on behalf of the Client, until such time as all payments due, including damages, have been paid in full.

## **8. Client authorization**

- 8.1. I the undersigned hereby confirm that I am authorized by the Client to sign and approve this agreement. I hereby authorize SkillsSA to deduct the retainer fee from the bank account stipulated in the Schedule or any replacement bank account (as notified by the Client) on the first day of the month following the date of commencement of this agreement and thereafter each month for the remainder of this agreement.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Full name and surname of signatory (please print clearly)

\_\_\_\_\_  
Date

## **Annexure A – Schedule of Services to be Provided by SkillsSA**

### **1. SDL Mandatory Grant (All)**

- 1.1. SkillsSA will act as the Skills Development Facilitator on behalf of the Client to assist the Client to claim back up to 20% of the SDL (skills development levy) by means of a Mandatory Grant from the relevant SETA.
- 1.2. SkillsSA will assist the Client in the preparation and submission of the annual WSP and ATR to the relevant Sectional Education and Training Authority ("SETA").
- 1.3. The Client acknowledges that the mandatory grant of a minimum 20% of the SDLs paid by the Client to SARS will only be claimable if the client fulfills the criteria of the relevant SETA.
- 1.4. The appointed SDF will need information from the Client and the Client confirms it will provide SkillsSA with any information that is necessary in order to submit the WSP and ATR. SkillsSA agrees to keep all the information obtained from the Client confidential.
- 1.5. If the claims for grant/s prove unsuccessful, SkillsSA will follow up with the relevant SETA in order to recover the grant/s
- 1.6. SkillsSA will assist in the creation of a skills development file for the Client, the Client agrees to keep the file on the business's premises all of the time. The Client agrees to keep the skills development file up to date as an up to date file is a prerequisite for the claiming of the SDL Grants.

### **2. SDL Discretionary Grant (All)**

- 2.1. SkillsSA will assist the Client as far as possible to prepare and submit the applications required to claim Discretionary Grant/s from the relevant SETA. Discretionary/Pivotal Grant/s will be paid at the discretion of the SETA/S and SkillsSA will not be held responsible for any discretionary grant/s not paid out to the Client.
- 2.2. SkillsSA will not be held responsible for any Discretionary Grant not awarded as a consequence of incomplete information supplied to SkillsSA by the Client.
- 2.3. An administration fee calculated according to the sliding scale set out in Annexure B will be payable to SkillsSA for each successful Discretionary Grant claim.
- 2.4. The Client agrees to use a service provider for the Discretionary Grant application if SkillsSA advises the Client to do so. It is the Client's obligation to complete the Discretionary Grant application. SkillsSA will not be held responsible for the consequences of the Client not completing the Discretionary Grant application correctly and on in sufficient time to allow compliance with the deadlines imposed by the SETA.
- 2.5. In the case of unsuccessful Claims, SkillsSA will then liaise with the SETA and communicate to the Client.

### **3. Tax Optimization (Second and Third Base)**

- 3.1. SkillsSA agrees to provide a registered tax practitioner to assist the Client in ensuring that the Client's calculation of PAYE, UIF and SDLs are accurate.
- 3.2. The tax practitioner will be available for a maximum of two hours per annum to consult with the Client on payroll tax.
- 3.3. Any portion of the two free hours not used by the Client is not carried over from year to year.
- 3.4. Whilst every care will be taken to ensure that the tax practitioner providing advice is competent and knowledgeable on the topic of income tax, SkillssSA cannot be held liable for incorrect or faulty advice given by any tax practitioner employed by SkillsSA to provide advice to the Client.
- 3.5. The Client hereby irrevocably and unconditionally indemnifies and holds SkillsSA harmless against any loss, expense, liability, claim or expense of whatsoever nature plus legal costs as between attorney and own client arising as a consequence of the Client relying on or acting on the advice of the tax practitioner.

### **4. SkillsSA Skills Professionals (All)**

- 4.1. The Client agrees to use SkillsSA's dedicated service provider to undertake any training that stems from a grant from a SETA, subject to the dedicated service provider being able to provide the requisite training required by the Client at market related prices and a reasonable quality.
- 4.2. SkillsSA will assist the Client to develop a skills development file. The Client agrees to keep the file up to date and readily available at their business's premises at all times as the information is necessary requirement to claim the SDL Grants.
- 4.3. The Client shall receive a maximum of 4 (four) hours per annum for any consultation needs, any consultation hours more than 4 hours per annum will result in extra cost determined by the director/s of SkillsSA and the Client after consultation.

4.4. The Client agrees that it is the Client's responsibility to inform SkillsSA for any service needs or queries and SkillsSA will not be held responsible for any poor service if the Client fails to communicate with SkillsSA.

#### **5. Labour Law Advice (Second and Third Base)**

- 5.1. The Client will be entitled to two free hours of labour law advice per annum from a qualified attorney.
- 5.2. Any portion of the two free hours not used by the Client is not carried over from year to year.
- 5.3. Whilst every care will be taken to ensure that the attorney providing advice is competent and knowledgeable on the topic of labour law, SkillsSA cannot be held liable for incorrect or faulty advice given by any attorney employed by SkillsSA to provide advice to the Client.
- 5.4. The Client hereby irrevocably and unconditionally indemnifies and holds SkillsSA harmless against any loss, expense, liability, claim or expense of whatsoever nature plus legal costs as between attorney and own client arising as a consequence of the Client relying on or acting on the advice of the labour attorney.

#### **6. Training and Training Courses (All)**

- 6.1. The Client undertakes to communicate regularly with SkillsSA to provide sufficient information regarding training needs.
- 6.2. On request of the Client, SkillsSA will help the client to choose the correct service provider/s for any training required.
- 6.3. SkillsSA will undertake a skills analysis on request, for the Client to assist in identifying on the training needs of the Client. The Client confirms that it is their obligation to ask SkillsSA to perform a Skills analysis. SkillsSA will provide 1 (one) skills analysis per year for the Client (this may not be carried over to the next year if the Client does not use it).
- 6.4. It is the Client's free choice to send its employees on any training course with any service provider listed on the skills analysis.
- 6.5. The Client will have access to various training courses which will be posted on the SkillsSA website from time to time.
- 6.6. Whilst every effort will be made to ensure that the course contents are both current and accurate, SkillsSA, cannot be held liable for incorrect or incomplete course content advice to the Client.
- 6.7. The Client hereby irrevocably and unconditionally indemnifies and holds SkillsSA harmless against any loss, expense, liability, claim or expense of whatsoever nature plus legal costs as between attorney and own client arising as a consequence of the Client relying on or acting on course content or training provided to the Client by SkillsSA

#### **7. Special Training (Third Base)**

- 7.1. The Client shall receive three free courses per annum being the following courses required by legislation; Fire fighting, First Aid; and Occupational Health and Safety.
- 7.2. SkillsSA may offer other training courses free of charge to the Client from time to time.
- 7.3. Whilst every effort will be made to ensure that the course contents are both current and accurate, SkillsSA, cannot be held liable for incorrect or incomplete course content advice to the Client.
- 7.4. The Client hereby irrevocably and unconditionally indemnifies and holds SkillsSA harmless against any loss, expense, liability, claim or expense of whatsoever nature plus legal costs as between attorney and own client arising as a consequence of the Client relying on or acting on course content or training provided to the Client by SkillsSA

#### **8. Employment Equity (Second and Third Base)**

- 8.1. In the event that the Client has more than 50 employees and it requires SkillsSA to assist it in preparing the annual return required by the Employment Equity Act No 55 of 1998, then SkillsSA will assist the Client in this regard.
- 8.2. The Client undertakes to provide complete and accurate information to SkillsSA to assist the Client to complete the Employment Equity return.
- 8.3. The Client hereby irrevocably and unconditionally indemnifies and holds SkillsSA harmless against any loss, expense, liability, claim or expense of whatsoever nature plus legal costs as between attorney and own client arising as a consequence of the Client supplying inaccurate and incomplete information to SkillsSA to complete the return.

#### **Annexure B – Fees Payable to SkillsSA in Respect of the Discretionary Grant**



<u>Gross Amount of Grant Received</u>	<u>SkillsSA Fee as a % of the Grant</u>
R- R 250 000,00	25,0%
R 250 001,00 R 500 000,00	20,0%
R 500 001,00 R 1 000 000,00	17,5%
R 1 000 001,00 R 5 000 000,00	15,0%
R 5 000 001,00 R 10 000 000,00	12,5%
R 10 000 001,00 and above	10,0%

These fees would be exclusive of VAT.