



TENDER LEGAL CARE (PTY) LTD

Written Authority and Mandate for Debit Payment Instructions: Bank debit order instruction authorising TENDER LEGAL CARE (Pty) Ltd to deduct R110/m from below details – voluntarily provided by signatory for TLC Membership.

Account holder / Debtor / Members' Full Names & Surname													
Address													
ID Number													
Contact tel. / cell number													
Email Address													
Dear TENDER LEGAL CARE (Pty) Ltd , details of my account are as follows:													
Bank:					Code:					Branch:			
Account Number													
Type of Account		Current (cheque) <input type="checkbox"/> / Savings <input type="checkbox"/>											
Amount		Monthly membership fee due to TLC – R 110,00 per month											
Date		1 st <input type="checkbox"/>	7 th <input type="checkbox"/>	15 th <input type="checkbox"/>	25 th <input type="checkbox"/>	26 th <input type="checkbox"/>	27 th <input type="checkbox"/>	Last day <input type="checkbox"/>					
To (name of beneficiary) abbreviated name as registered with the bank					TLC (PTY) LTD								
Beneficiary's Address					Waalburg Building, 2nd Floor, 28 Wale Street, Cape Town 8000								

This signed Authority and Mandate refers to our contract dated as on signature hereof ("the Agreement"). I/We hereby authorise you to issue and deliver payment instructions to the bank 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** ____ / ____ / 20____ and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above.

I confirm that **my payday** is on the _____ of each month and that payment **deduction** may take place on the _____ day ("payment day") of each 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. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

- I authorise the use of a tracking debit order on my account to ensure that I meet with the obligations of this agreement (tick if applicable)
- I authorise the use of a tracking debit order in the event that there are insufficient funds in the nominated account to meet with the obligation of this agreement, this necessitates representation of the debit order at my bank for payment as soon as sufficient funds are available in my account (tick if applicable)

Payment Instructions due in **December** may be debited against my account on _____. I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number appears in Section E of this agreement.

B. Mandate

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

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 such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party. I acknowledge that I have read and understood and agree with the terms and conditions on the reverse side of this page.

Signed at _____ on this _____ day of _____ 2022

Account Holder's Signature _____ Full names: _____

I confirm that I have read and understood the terms & conditions on page 2 of this mandate.

For office use: Agent..... Membership #: **TLC**..... Batch:

TERMS AND CONDITIONS OF MEMBERSHIP

IMPORTANT DEFINITIONS

In these terms and conditions, unless inconsistent, or unless otherwise provided for:

- the singular includes the plural, the masculine includes the feminine and *vice versa*;
- "Application" means the membership application form - details the service agreement between the member and TLC;
- "Contribution" means the monthly fee paid by the Member to TLC for the services outlined herein;
- "Family" means the spouse (married by civil law or a registered customary union) of the Member, all natural and legally adopted children of the Member who are still studying at a registered educational institution who are under the age of twenty five (25) years and the member's parents / grandparents who are over the age of sixty five (65) years and currently receive a government pension;
- "Member" means the individual whose Application has been approved and whose membership has not been terminated or suspended;
- Tender Legal Care (Pty) Ltd herein after referred to as TLC.

OBJECTIVE OF MEMBERSHIP

The Member acknowledges that TLC is not a form of insurance or cover. The Member wishes to join TLC so that he may be able to obtain legal counselling, and for assistance with the facilitation of legal representation for himself and his Family as and when needed. Client remains responsible for payment to the Attorney and agrees that whilst his / her discounted rate is payable to the Attorney he / she shall remain a member, in the event of membership cancellation during the agreement with the Attorney, full amount and regular fees, i.e. without TLC benefits will apply.

BENEFITS OF MEMBERSHIP

A Member, and / or his Family, will be entitled to receive all benefits outlined in the Objective of Membership, subject to the restrictions listed below, which benefits include:

- telephonic assistance and advice on everyday legal needs and disputes;
- face-to-face assistance and advice on everyday legal needs and disputes
- arrangement of legal representation;
- negotiation and facilitation of payment of fees for the legal representation mentioned above; and
- FREE basic legal agreements such as wills, leases, deeds of sale, etc. (these may change from time-to-time).
- Massive reduced rates for ALL matters.
- Affordable payment options / instalments on reduced rates.
- No waiting period – R 330 payable for immediate assistance prior to first deduction.

DURATION OF MEMBERSHIP

A person will become a Member of TLC from the date on which their Application is approved (1st payment received) and will remain a Member of TLC until such time as their membership is terminated.

A membership may be terminated on not less than 3 (three) calendar months written notice by the member. which correspondence shall be sent to the address details listed below. TLC reserves the right to cancel the membership with immediate effect and without notice.

RESTRICTIONS

- Only a Member (or his Family) who is up to date with the Contributions will be eligible for any benefit provided by TLC.
- TLC retains the prerogative to provide counselling / assistance in disputes between a Member (including his Family) and a third party. In the event that TLC elects not to counsel the Member or his Family directly, TLC will assist with the negotiation and facilitation of payment of fees for a suitable legal representative.
- Counselling will be offered on all matters as often as may be required, however where a Member or his family has already received counselling on a particular matter TLC will be entitled to refuse further counselling on that matter should the Member or his Family elect not to follow the advice recommended.
- After hours / emergency counselling will only be provided for matters that constitute an emergency (such as : urgent bail applications; matters where your life is in danger, etc.). Should the matter not constitute an emergency you will be requested to call during normal business hours.
- The member acknowledges that there will not be any reimbursements of any membership fees whatsoever.

- Telephonic advice
 - Number (business hours): 021-422-4000
 - Number (after hours): 074-719-5922
 - Consulting Hours: Mon – Friday : 09:00 – 17h00
 - After Hours: All times outside of working hours (for emergencies)

- Personal consultation
 - Hours: Tues / Thurs : 10:30 – 15:30 (by appointment)
 - Place: 2nd Floor, 28 Wale Street, Cape Town

- TLC will not be liable for the payment of any legal fees, nor indemnify or stand surety for legal fees incurred by the Member.
- In the event that a Member falls into arrears with his Contribution(s), any amount collected from the Member will be allocated firstly to any costs / loss (legal or administrative) incurred by TLC, thereafter to the payment of any amount due to TLC and finally to the payment of any amount due to any third party for services rendered by the third party to the Member or his Family as agreed from time to time.
- Contributions are payable free of set-off or deduction, in advance by debit order for as long as the Member remains a member of TLC.
- The parties agree that the restrictions may vary from time-to-time. Should either party not agree to the proposed amendments they shall be excused from the 90-day notification period mentioned above.
- All disputes between the Members and TLC must be resolved through arbitration.
- TLC reserves the right to amend the terms & conditions of membership and will keep the member informed via electronic updates, whilst the member may request an updated version at any time.
- Should a member cancel membership within the first year, and wish to re-instate within that year, a R 330 re-joining fee is payable before commencement.
- TLC reserves the right to deduct the R 110 which was not collected due to (code 2) insufficient funds.
- TLC reserves the right to increase the membership and notify members accordingly.

COMMENTS – OFFICE USE ONLY:

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