



GFD
GROUP
LABOUR LAW

SERVICE AGREEMENT

GFD GROUP (PTY) LTD
Registration nr: 2014 / 210332 / 07
Tax nr: 9094842193
VAT nr: 4430274086

JCE LABOUR LAW (PTY) LTD
Registration nr: 2018/226237/07
Tax nr: 9007175277
VAT nr: 4950283426

CLIENT DETAILS (INDIVIDUAL)

NAME AND SURNAME: _____

ID DUMBER: _____

CELL NUMBER(S): _____

E-MAIL(S) _____

RESIDENTIAL ADDRESS: _____

DISTRICT/CITY: _____

POSTAL CODE: _____

AND

BUSINESS DETAILS

SOLE PROPRIETOR

NAME OF BUSINESS: _____

VAT NUMBER: _____

CONTACT DETAIL(S): _____

OR

COMPANY OR CC

NAME OF BUSINESS: _____

REF NR / CC NR: _____

VAT NR: _____

OR

TRUST

TRUST NAME: _____

IT-NR: _____

VAT NR: _____

GFD Group Labour undertakes to provide the services to the clients as specified in the attached Services schedule. The client undertakes to provide the company with all relevant information in order for the company to provide the client with the Best possible service. The company will not take any responsibility for advice given to the client based on the incorrect information given by the client to the company.

The client's contract with the company will be for a compulsory period of 1 (ONE) year from signature from both parties and payment of this agreement. Notice of cancellation of 60 days before the end of this agreement.

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

The following service will be provided by GFD Group Labour Law for a monthly fee:

LABOUR LAW

➤ All new employees drawing up of contracts
➤ Labour matters, warnings, strikes, under the influence of alcohol, absence from work, etc.
➤ Disciplinary Hearings with no extra cost;
➤ Representation at CCMA hearings at no extra cost and no limit. Representation at bargaining councils, MIBCO, MEIBC etc;
➤ Advice and assistance with retrenchments;
➤ Negotiations with unions on behalf of employers and also strike management;
➤ Condonation and rescission application;
➤ Access to telephonic, e-mail, fax and website helpline to address urgent and other labour issues;
➤ Will go out to the place of work for any Labour matter or issue at no cost to the employer;

UIF (UIF/uFiling)

➤ Registration of UIF (Unemployment Insurance Fund) for employers;
➤ Monthly uFiling-submission (excluding all overdue returns – additional invoice);
➤ UIF inspections with the Department of Labor (the Client does not need to be present);

COMPENSATION FUND

➤ Registration of Compensation Fund
➤ Annual submission of COIDA "Return on Earnings" (ALL OVERDUE RETURNS EXCLUDED AS WELL AS ANNUAL SUBMISSION – ADDITIONAL fee per year/submission of R1,725.00 (VAT included));
➤ Accident report will be filled in by GFD and will be reported to labour;
➤ No. 85 of 1993: Occupational Health and Safety Act as amended by Occupational Health and Safety Amendment Act, No. 181 Of 1993;
➤ Labour / Health & Safety inspections with Dept. of Labour. (Client do not need to be present).

The following services for a once off admission fee will be provided by GFD Group Labour Law:

POSTERS: – Basic Conditions of Employment Act (BCEA) – Employment Equity Act (EEA) – Occupational Health and Safety Act (OHSA) – Protection of Personal Information Act (POPIA)	Included
Occupational Health and safety boards as required	Included: 20 BOARDS
Safety Management File 1. Emergency Contact Numbers 2. SHE Policy 3. Legal Appointment Organogram 4. Legal Appointment Register 4.1. Legal appointment - Sec16(2) Assistant to the CEO 4.2. Legal appointment - Sec 8(2) Supervisor 4.3. Legal appointment - Sec 17(1) SHE Rep 4.4. Legal appointment - First Aider 5. COIDA Compensation Registration 6. Incident Recording Form (Monthly) 6.1. W.Cl.2 - Employers Report of an Accident 6.2. Annexure 1 form IOD 7. First Aid Equipment 7.1. Maintenance of fire equipment. 8. Incident investigations	Included
Drafting, presentation and signing of contracts	Included

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

FOR YOUR OWN ACCOUNT

Fire Extinguishers, PPE, Refill of Fire Extinguishers, Service of Fire Extinguishers, First Aid Kits, First Aid Kits Refills

Training as stipulated by the department of Labour. (See Annexure A)

- Safety Policy (OHS Act 85/93 Section 7 & OHSAS 18001 Section 4.2)
- Legal Appointments (OHS Act 85/93 Sec 8.2; 16 & 17 & OHSAS 18001 Section 4.4.1)
- Safety Legal and Supervisor Training (OHS Act 85/93 Sec 16.1)
- Safety Representative Training (OHS Act 85/93 Sec 17.1)
- First Aider Training (OHS Act 85/93 General Reg.)

I _____ ID nr: _____ the legally authorized person of
_____ hereby indemnify GFD Group Labor Law for the Safety Management File not being
kept up to date by me "the Client"

SIGNATURE OF CLIENT

WITNESS

FEE STRUCTURE

Total Workers: _____

ONCE-OFF JOINING FEE		LABOUR FEE (R 110.00 per worker per month)		
			monthly	yearly
ADMISSION FEE	R 5 500.00	LABOUR FEE	R	R
VAT (15%)	R 825.00	VAT (15.00%)	R	R
ONCE OFF TOTAL:	R 6 325.00	TOTAL:	R	R

UIF FEE (EXCLUDING UIF CONTRIBUTIONS)	
Monthly UIF fee	R
VAT (15.00%)	R
MONTHLY TOTAL:	R

GDPEO-Membership fee structure (deducted from labour fee)		
	PER YEAR	PER MONTH
1 – 9 workers	R 810.00	R 67.50
10 – 199 workers	R 1,285.00	R 107.08
200 – 2,000 workers	R 2,140.00	R 178.33
2,000+ workers	R 3,710.00	R 309.17

UIF Fee structure (EXL VAT)	
0 – 3 workers	R 172.50
4 – 5 workers	R 287.50
6 – 7 workers	R 402.50
8 – 13 workers	R 517.50
14 – 20 workers	R 632.50
20+ workers	R 690.00

Compensation (COIDA)	
Yearly calculation and submission	
Fee per year	R 1,500.00
VAT (15.00%)	R 225.00
TOTAL PER YEAR:	R 1,725.00

The fee for the monthly labour services is the amount of
debit order form.

R and is payable as nominated in the account on the attached

The fee for the monthly UIF services is the amount
debit order form.

R and is payable as nominated in the account on the attached

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

Non-payment or late payment of the monthly fee will incur a late payment fee of R100.00 (ONE HUNDRED RAND) per month. Furthermore, the client will be responsible for all lawful, detection, and collection costs that may arise as a result of non-payment by the client. The client accepts the jurisdiction of the Magistrate's Court. GFD Group Labour Law undertake to handle and process all information provided by the client to GFD Group Labour Law as confidential and will only make any information available with the client's consent.

Once the Service Agreement is signed, GFD Group Labour Law requires the following documents:

- UIF declaration form (UI-19) (if applicable);
- A complete list of all employees and their IDs;
- A clear copy of the Employer's ID.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____

CLIENT

COMPANY
(GFD GROUP)

WITNESS

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

STRATCOL GEBRUIKER NO: 9242
 STRATCOL GEBRUIKER NAAM: JCE LABOUR LAW T/A GFD GROUP
 STRATCOL BANKSTAAT VERWYSING: GFDARBEID
 (Die Verwysing staan bekend as "Abbreviated Name" in die debiet order Industrie)
 Tax nr: 9007175277
 Vat nr: 4950283426
 STRATCOL GEBRUIKER FISIESE ADRES:
 71 ORANJE STR
 KROONSTAD
 Faks: 086 606 1291
 E-Pos: financial.dept@gfdgroup.co.za

DEBIT ORDER AUTHORISATION - LABOUR

ACCOUNT HOLDER (DEBTOR) INFORMATION:

ID Number / Registration Number: _____ Name & Surname / Company Name: _____

Address: _____ Code: _____

Contact Details: _____ (Home) _____ (Mobile) _____ (Work)

If Company / CC, Name of Person(s) signing this: _____

Account Holder Name: _____ Bank: _____

Branch / Code: _____ Account Number: _____

Account Type: If "Other" supply details: _____

COLLECTION INSTRUCTION:

Interval:

Is this limited to fixed amounts, or to debits due in future that may vary? **Fixed amounts:** ☐
Variable amounts: ☐

Note: if variable, the amount(s) hereunder may be exceeded.

* **Once off transaction:**
 Collection date: dd ____ / mm ____ / 20 ____ R _____. ____ (Amount)

* **Recurring transactions:** **CONTINUE INDEFINATELY UNTILL CANCELLED BY DEBTOR?** YES ☐ NO ☐
 1st Collection date: dd 15 / mm ____ / 20 ____ R _____. ____ (Amount)
 Day of Month thereafter: 15 (1-31) Annual escalation: 0 (%) Escalation month: _____

* **13th Premium** YES NO
 13th Premium Collection date: dd 14 / mm 11 / 20 ____ R _____. ____ (Amount)

I / We, the above mentioned and undersigned, hereby authorise StratCol to collect by debit order from the above-mentioned bank account all amounts due in terms hereof and to pay same to the Stratcol User above.

(I confirm that I / we are the person(s) with signature authority as registered with my / our bank).

SIGNATURE (1): _____ SIGNATURE (2): _____ DATE: _____

FOR OFFICE USE ONLY

Reference number of client: _____

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

CONSENT

I / We hereby give consent to STRATCOL to issue payment instructions to my / our banker for the collection against my / our above-mentioned bank account at my / our bank.

The individual payment instructions, as authorized, must be issued and delivered according to the above-mentioned interval and on the date when the obligation in terms of the agreement is due. The amount of each individual instruction cannot differ from that contained herein.

The authorized payment instructions must be issued with a reference number, which reference must be included in the payment instruction to enable us to identify the debit on my / our bank statement. The said number must be attached to this form as indicated on page 1 under client reference number and must be sent to me / us directly after completion by me / us, and before the issuance of any payment instruction.

I / We agree that the first payment instruction will be issued and delivered as per the collection instruction.
If the date of the payment instruction, however, falls on a non-recognized banking day (weekend or public holiday),

I / We agree that the payment instruction to my / our account can be set on the next or previous working day.

NAEDO

Naedo makes provision for the stop order deposits into my / our bank account to align with the credit flow at no additional cost to myself / ourselves. I / We authorize the person creating the transaction to make use of this facility, namely the EDO system, at no additional cost to myself / ourselves.

Subsequent payment instructions will continue to be deducted in accordance with this instruction until the obligations under the agreement are paid or until the authorization is canceled by me / us through written notice to the STRATCOL user, which written notice shall include a period of not less than the interval (as indicated on the authorization) and be sent by prepaid registered mail or delivered to his / her address indicated above.

MANDATE:

I / we acknowledge that all payment instructions issued by the STRATCOL user will be handled by my / our aforementioned bank as if the instructions were personally issued by me / us.

CANCELLATION:

I / we agree that while this authority and mandate may be canceled by me / us, such cancellation will not cancel the agreement. I / we also understand that I / we may not revoke amounts withdrawn from my / our account in terms of this instruction if such amounts were legally owed to the STRATCOL user.

TRANSFER:

I / we acknowledge that this authority may be transferred to a third party if the agreement is also transferred to that third party.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 ____ .

SIGNATURES AS REGISTERED WITH THE BANK:

(NAME AND SURNAME)

(SAME AND SURNAME)

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

STRATCOL GEBRUIKER NO: 9242
 STRATCOL GEBRUIKER NAAM: JCE LABOUR LAW T/A GFD GROUP
 STRATCOL BANKSTAAT VERWYSING: GFDARBEID
 (Die Verwysing staan bekend as "Abbreviated Name" in die debiet order Industrie)
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 71 ORANJE STR
 KROONSTAD
 Faks: 086 606 1291
 E-Pos: financial.dept@gfdgroup.co.za

DEBIT ORDER AUTHORISATION - UIF

ACCOUNT HOLDER (DEBTOR) INFORMATION:

ID Number / Registration Number: _____ Name & Surname / Company Name: _____
 Address: _____ Code: _____
 Contact Details: _____ (Home) _____ (Mobile) _____ (Work)
 If Company / CC, Name of Person(s) signing this: _____
 Account Holder Name: _____ Bank: _____
 Branch / Code: _____ Account Number: _____
 Account Type: If "Other" supply details: _____

COLLECTION INSTRUCTION:

Interval:

Is this limited to fixed amounts, or to debits due in future that may vary? **Fixed amounts:** ☐
Variable amounts: ☐

Note: if variable, the amount(s) hereunder may be exceeded.

* **Once off transaction:**
 Collection date: dd ____ / mm ____ / 20 ____ R _____. ____ (Amount)
 * **Recurring transactions:** **CONTINUE INDEFINATELY UNTILL CANCELLED BY DEBTOR?** YES ☐ NO ☐
 1st Collection date: dd 20 / mm ____ / 20 ____ R _____. ____ (Amount)
 Day of Month thereafter: 20 (1-31) Annual escalation: 0 (%) Escalation month: _____

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(I confirm that I / we are the person(s) with signature authority as registered with my / our bank).

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FOR OFFICE USE ONLY

Reference number of client: _____

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

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I / we acknowledge that this authority may be transferred to a third party if the agreement is also transferred to that third party.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20 ____ .

SIGNATURES AS REGISTERED WITH THE BANK:

(NAME AND SURNAME)

(SAME AND SURNAME)

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

LETTER IN NOTIFICATION AND REQUEST ITO SECTION 5, 11 AND 18 OF THE POPI ACT, ACT 4 OF 2013

FROM: **JCE LABOUR LAW (PTY) LTD T/A GFD GROUP LABOUR LAW**

COMPANY REGISTRATION NO.: **2018/226237/07**

TO:

COMPANY REGISTRATION NO.:

Date: _____

COLLABORATION IN PERSONAL INFORMATION PROTECTION; SECTION 2, 4 AND 5 OF THE PROTECTION OF PERSONAL INFORMATION ACT, ACT 4 OF 2013 (POPI A)

Dear Customer/Client/Supplier/Service Provider/Business Associate/Employee –

A. INTRODUCTION AND AIM

1. The Responsible Party of the above Organisation hereby and in terms of the POPI Act engage with you as a Data Subject and our Business Associate in achieving the complying with the objectives and benefits of the POPI Act.
2. We remind that we need and only use your Personal Information on previous Consent and as Contractual Necessity in order for us to conduct mutual Business Relationships with you and to observe our mutual Vital and Legitimate Interests for and in the Process ing of your Personal Information. We hereby furthermore give notice in terms of section 5 of the Act that we will in the Processing o f your Personal Information comply with the provisions of the Act and in particular the 8 Conditions stated in the Act.
- 2.1 In turn we request that you deal with our Data in the same manner. We give notice that we give Consent to the use of our Personal Information by your Institution subject to the application of the provisions in POPI A.
3. We refer to the Definitions in the POPI Act and indicate that the legal concepts/constructs in the definitions have the same meanin g to our Institution as indicated in the Act and will therefore not be repeated in this Letter. Likewise, do we refer to the Chapters in t he Act and do we indicate that we ascribe to every single provision in the Act and that same therefore need not be verbatim repeat ed herein.

B. CONFIRMATIONS AND REQUESTS

4. We confirm that we Process some of your Personal Information as our Business Partner and that we do so lawfully and in complia nce with the provisions of the Act. In particular we confirm that we comply with the conditions of Lawful Processing as set out in se ction 4 and Chapter 3 of the Act.
- 4.1 We respect and will treat your Personal Information as is required in section 5 and Chapter 3 of the Act and trust that you will in ret urn deal with ours likewise.
5. Accordingly, we undertake to Process your Personal information in line with the Conditions of Chapter 3 and in particular we indica te that we do so as the Processing is necessary for the conclusions of Contract(s) or the Performance thereof. Furthermore, we do the Processing in line with the Conditions in Chapter 3.
6. We confirm that we will secure the Integrity and Confidentiality of your Personal Information that is in our possession or under our control and that we will use same only for Legitimate Purposes.
- 6.1 We take and will continually develop means to take appropriate reasonable Technical and Organizational measures to prevent loss or damage to, and unlawful access to the Processing of your Information.
- 6.2 The measures in section 19 (2) will be complied with in taking Security Safeguards against risks indicated in the Act.
7. Our Operators are and will be made aware of the Provisions in the Act and required to act in accordance. In the event of reasonabl e grounds that security of Information was compromised we will take appropriate action and make the prescribed Notifications.

C. DATA SUBJECT PARTICIPATION AND COMMUNICATIONS

8. You are reminded of your rights in terms of the Act and especially the fact that you have the right to request in writing whether we h old Information pertaining to your Institution and other statutory requests. Please be assured that we are prepared to assist in your registering queries and in answering same. Requests for the Correction and Deletion of Information will typically be addressed in t his manner.
9. Your attention is directed to the Powers, Duties and Functions of the Information Regular that is appointed in terms of the Act and t hat you have the right to direct complaints to the Director.

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____

D. OUR RESPONSIBLE PERSON, INFORMATION OFFICER AND FUTURE ENGAGEMENTS

10. We point out that our Manual which is issued in terms of the Act contains the particulars of our Responsible Person and our Information Officer. Kindly direct all inquiries to these Officials. The Manual is available for access should you so require.
11. In the spirit of the Act and Regulations issued we support the endeavors to reach a situation where compliance with the Act will be a Culture between us and that the issues and our engagements will develop and soon be regarded as Business as Usual.
12. We hereby request your express Consent to the use of your Personal Information in line with the above. Please respond asap so that we can practice Business as Usual and move to mutual compliance with the Act in a seamless manner.
13. If you choose not to draft a separate Notice of Consent for your Institution you are invited to use this very same Letter by completing the Consent Form hereunder and return it to us as soon as is convenient.

FOR: _____

CERTIFICATE OF CONSENT:

I, _____ representing _____
in the capacity as its _____ hereby indicate that our Institution agrees
to the Processing of our Personal Information subject to the strict application and controls
of the POPI Act.

We indicate that we will also in our Business Engagement with the above Organisation practice and apply the provisions of the POPI Act.

FOR: _____

ANNEXURE A

Training as stipulated below:	AMOUNT	QTY	Total
First Aid Level 1	R		
Basic Firefighting Entry Level	R		
Firefighting Level 1	R		
Emergency Preparedness & Response	R		
Emergency Evacuation Procedures	R		
General Occupational Health, Safety Induction	R		
Conduct workplace Occupation Health and Safety Inspections	R		
Maintaining occupational health, safety and general housekeeping	R		
Health and Safety Representative	R		
The Health and Safety Supervisor	R		
Investigation into Workplace Incidents	R		
Risk Assessment	R		
Working at Heights Awareness	R		
Basic First Responder	R		
Forklift	R		
TLB	R		
		Total	

SINED AT _____ ON THIS _____ DAY OF _____ 20 ____ .

CLIENT

COMPANY
(GFD GROUP)

Initial (GFD Group) _____ Initial (Client) _____ Name of Marketer _____



NATIONAL SWITCHBOARD: 087 898 5708

YOU CAN FIND OUR OFFICES AT:

KROONSTAD:

PLUMBAGO CENTRE
58 ORANJE STREET
CENTRAL
KROONSTAD
FREE STATE

MOSSEL BAY:

DIAZ CONVIENCE CENTRE
UNIT 2
BEACH BOULEVARD WEST
MOSSEL BAY
WESTERN CAPE