BLACKIE'S CONSULTANTS 17 VOORTREKKER STREET P O BOX 853

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CUSTOMS CLEARING AGENTS AND CUSTOMS CONSULTING

Contract agreement between Blackie's Consultants

(Hereafter known as the agent)

And

(Company or business name)

(Hereafter known as the client)

Presented by: _____.

I Mr. _____ as representative of _____ authorize and agree to the following with Blackie's Consultants:

1. <u>Authorization</u>

1.1 The client hereby authorize the agent to act on their behalf and to handle all administrative affairs with the South African Revenue Services (hereafter known as the

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SARS) concerning custom related issues for all invoices supplied to the agent by the client.

2. Responsibility

2.1 Client responsibility

- 2.1.1 The client agrees that the agent will not be held responsible for any customs offence that might result due to extra/less goods loaded into the transport vehicle, truck or container due to the fact that the agent's actions will only be based on invoices provided by the client seeing that the agent is not responsible for the loading and transporting of the goods.
- 2.1.2 The client must supply the agent in time with invoices so that the declarations can be done in time as well as information concerning the arrival of the goods.

2.2 Agent Responsibility

- 2.2.1 The agent will take responsibility for any customs offence related to administrative actions taken by the agent on behalf of the client. This will include the incorrect completion of SAD 500's which can result in a penalty.
- 2.2.2 The agent is responsible for record keeping of all customs related issues on behalf of the client. If and when the SARS have any enquiry concerning customs related issues, the agent will handle such issues on the client's behalf.
- 2.2.3 The agent undertakes to make sure that the turn around time for vehicles delivering goods of the client will be as short as possible by assuring that the declaration of the clients goods will be done as fast as possible.
- 2.2.4 If the client has any other issue that needs to be handled by the agent, not concerning normal declarations done for the client, the agent will handle such issues for the client at an additional fee.

3. Confidentiality and risk control

3.1 <u>Confidentiality</u>

- 3.1.1 The agent undertakes to keep any documentation and information, concerning the client under strict secrecy and will ensure that such information is not given to the client's competition or any other client of the agent.
- 3.1.2 The agent will only give such information to the SARS if such a request was made in writing by the SARS. Information and documentation will only be given to the SARS with prior approval from the client and only if the client and the agent agrees on the written request from the SARS.
- 3.1.3 No other person, except for personnel of the agent, or other clients of the agent, will have access to documentation and information of the client.

3.2 Risk control

3.2.1 The agent will ensure that all declaration and invoice documentation will be handed personally to the client and will not involve a third party in this duty.

4. <u>Numeration</u>

- 4.1 A fee of R 50.00 (Fifty Rand) will be charged per declaration, SAD500, done for the client and an additional fee of R 50.00(Fifty Rand) for every SAD501 that we add to a declaration a fee of R 30.00 (Thirty Rand) will be charged for every SAD507 and R 60.00 (Sixty Rand) for every V.O.C (Voucher of Correction).
- 4.2 Payment for all invoices of the agent will be done on the 1st (First of every month. The agent undertakes to supply the client with his invoices and reconciliation on the 25th (twenty fifth) of every month so that the client can reconcile in time and make payments on the 1st (first) of every month.

This contract will be valid form _____day of _____20____

Signed on behalf of the client by

Signed on behalf of the agent by

