

## Terms and Conditions

### 1. DEFINITIONS

#### The Member

The member is the person in whose name the membership is issued. By becoming a member of the Consumer Protection Centre you will enjoy immediate assistance with all the services listed on our website.

#### The Consumer Protection Centre

Means the Consumer Protection Centre (Pty) Ltd, a company duly registered in terms of the Companies Act of the Republic of South Africa.

#### The Services

Advice on Commercial Law, Family Law and Criminal Law. Apart from giving online legal advice in all aspects of law our Attorneys are also able to draft documents that include and are not limited to Long and Short term Leases, Service Level Agreements, Wills and Testaments, Trust Deeds, Affidavits, Acknowledgements of Debts, General Power of Attorney, Special Power of Attorney and Non-Disclosure Agreements.

#### Period of Membership

The period for which the member remains a member and for which the membership fee has been paid.

#### Legal Advisor

The Legal Advisor is an attorney, paralegal or other appropriately qualified person, firm or company.

#### Panel of Attorneys

The panel of attorneys will consist of law firms qualified to practice as such in the Republic of South Africa and who is appointed, at our sole discretion.

## Legal Advice

Proceedings shall mean the legal advice and appropriate assistance within the Republic of South Africa.

## Website

Shall mean the website of the Consumer Protection Centre (Pty) Ltd - [www.cprotection.co.za](http://www.cprotection.co.za)

## 2. MEMBERSHIP BENEFITS

Upon joining the Consumer Protection Centre, you are entitled to legal assistance as set out in our website [www.cprotection.co.za](http://www.cprotection.co.za)

Our telephonic line is (021) 914 2224 for legal assistance and advice. The advice line is available from Monday to Friday from 08h30 until 16h30 and all calls are voice logged for future reference should a party have a valid reason that a call be retrieved.

When a member calls, the service will be identified as such legal helpline. Recordings of the calls will be retained in an easily retrievable manner, for a period of at least 6 (six) years. This clause shall survive the termination of the agreement.

## 3. LEGAL ASSISTANCE

The legal assistance provided are the following, subject to exceptions:

### 3.1 General Legal Advice

- 3.1.1 A member will be provided with advice by qualified legal advisors on any real-life civil law matter affecting the member directly.
- 3.1.2 Legal advice excludes academic questions (for example assistance with legal student's assignments) and tax related matters.
- 3.1.3 A member is also entitled to a 30 min face to face consultation with one of our panel of attorneys. The free 30 (thirty) minute consultation service is available to the member provided it takes place at a firm that is within the magisterial district within which the member resides, but if this is not practical, then in a nearby jurisdiction. Upon a member consenting to attend such meeting, the relevant advisor will arrange the meeting and revert back to the member to confirm.

## 3.2 Personal Injury and Road Accident Fund Claims

- 3.2.1 Personal injury claims shall include claims against the Road Accident Fund, a claim against a medical practitioner or hospital as a result of medical negligence, a claim against the owner of a dog as a result of a dog bite incident, a claim against owners of a business (shopping centre's, restaurants etc) as a result of flawed surfaces, slippery floors or dangerous conditions, claims due to a rail accident.
- 3.2.2 On receipt of advice and assistance with a personal injury claim or claim against the Road Accident Fund, we will refer the matter to one of our panel of attorneys.
- 3.2.3 The appointed panel attorney will conduct a claim assessment consultation, will provide advice on the potential claim, consider the merits of the potential claim.
- 3.2.4 If the panel attorney, after the assessment consultation and in his/her sole discretion, is of the opinion that there are merits in the claim, legal assistance will be provided to the policy holder on a no win, no fee basis.
- 3.2.5 The panel attorney will lodge the claim on behalf of the member and issue summons within the Republic of South Africa. The legal proceedings shall consist of all the necessary proceedings in order to finalize the claim of the member.
- 3.2.6 The "no win, no fee" as referred to in clause 3.2.4 above will be the fee charged by the panel attorney as prescribed in terms of the *Contingency Fees Act* 66 of 1997 and subject to the policy holder signing the contingency fee agreement of the panel attorney on acceptance of the mandate.
- 3.2.7 The panel attorney so appointed by us undertakes to provide a discount of 30% on their fees on successful finalization of the claim.
- 3.2.8 A claim shall be deemed as finalized on receipt of payment of the claim amount or settled amount from the third party into the trust account of the panel attorney.
- 3.2.9 The member undertakes to notify the appointed panel attorney if he/she decides to withdraw a claim, discontinue the claim proceedings or wishes to enter into a settlement agreement with the relevant third party.
- 3.2.10 In the event of a rejection by the panel attorney of a possible claim after the claim assessment consultation, the member will be notified in writing or per sms of such rejection within 72 hours after the consultation.

- 3.2.11 If the panel attorney informs the member of their decision not to prosecute the claim, we will allow the policy holder 30 business days to make the appropriate written representations to us about the decision of the panel attorney. If the member fails to comply with this time limit, we will not reconsider the disputed claim.
- 3.2.12 If we receive representations, the decision will be reviewed, and the outcome communicated to the member within 14 (fourteen) business days.
- 3.2.13 We may, at our own costs and discretion, appoint an independent attorney to review the claim. The independent attorney's opinion regarding the merits and prospects of the claim shall not be binding on us but may serve as a basis for a re-appraisal of the decision to reject.

### **3.3 Buying Immovable Property**

- 3.3.1 On receipt of advice and assistance with buying of immovable property in South Africa, we will refer the matter to one of our panel of attorneys.
- 3.3.2 The panel attorney so appointed by us undertakes to provide a discount of 50% on the prescribed fees for attending to the transfer of the property. We will also assist in negotiating discount for the prescribed fees for the registration of a bond in the event that the bank appoints their attorneys of choice.

### **3.4 Unemployment**

We and/or one of our panel attorneys will assist members who qualify to claim from the Unemployment Insurance Fund (UIF) with advice on, and completion of their UIF claim forms.

### **3.5 Family Law**

We and/or one of our panel attorneys will assist members with advice on, and completion of maintenance application forms.

### **3.6 Landlord and Tenant Disputes**

We and/or one of our panel attorneys will assist members with advice on, and lodging complaints at the Rental Housing Tribunal.

### **3.7 Administration of Estates**

- 3.7.1 On receipt of advice and assistance with the administration of a deceased estate, we will refer the matter to one of our panel of attorneys.
- 3.7.2 The appointed panel attorney will conduct a consultation with the member in order to give advice, to obtain the relevant information and in order to assess the value of the estate.
- 3.7.3 The panel attorney will provide free assistance with reporting of the deceased estate in the value of the estate is less than R250 000.00.
- 3.7.4 The panel attorney so appointed by us undertakes to charge a fee of 1.5% (instead of the prescribed 3.5%) if the value of the estate exceeds R250 000.00.

### **3.8 Drafting of Agreements and Legal Documents**

- 3.8.1 We and/or one of our panel attorneys will assist members with:
  - 3.8.1.1 drafting of basic wills;
  - 3.8.1.2 drafting of a power of attorney;
  - 3.8.1.3 drafting of standard residential lease agreements;
  - 3.8.1.4 drafting of employment agreements;
  - 3.8.1.5 drafting of letter of demand for claims exceeding R20 000.00;
  - 3.8.1.6 drafting of an acknowledgement of debt agreement;
  - 3.8.1.7 drafting of a deed of sale for movable or immovable property;

### **3.9 Consumer Complaints**

We and/or one of our panel attorneys will assist members with advice on bank debit order disputes, credit scores, cellphone contract disputes, advice on debt review and debt counselling, black listings and unlawful judgments.

## **4. CONSENT FOR SHARING OF INFORMATION**

The member waives any right to privacy in any membership information provided by the member or on behalf of the member, of any membership or complaint made or lodged by Consumer Protection Centre.

The member also acknowledges that the information provided may be verified against other legitimate sources or databases. The member also waives any rights of privacy and consents to the disclosure of any information relevant to any complaint concerning the member.

## **5. ARBITRATION**

If a dispute arises between the member and Consumer Protection Centre, the matter shall be referred to an independent arbitrator (an attorney or advocate) as agreed between both parties. Failing such agreement, the arbitrator will be appointed by the Chairman of the Legal Practice Council, or its successor in title.

We may at our sole discretion instruct the arbitrator to conduct the arbitration in an informal manner, doing away with such informalities and rules, procedures and evidence as is required or allowed under the Arbitration Act. However, such arbitration shall be in accordance with the Arbitration Act.

The arbitrator's findings shall be final and binding on both parties. Whoever loses the disagreement will have to pay the costs of settling it.

## **6. LEGAL ADVICE AND ASSISTANCE PROCEDURE**

### **6.1 Submitting Enquiry**

The member can seek advice and/or assistance by selecting the appropriate category on our website [www.cprotection.co.za](http://www.cprotection.co.za) or alternatively contact our call center.

One of our Legal Advisors will contact the member within 24 hours or as soon as practicably possible to provide the necessary assistance and/or advice.

### **6.2 Legal Advisor**

One of the legal advisors of the Consumer Protection Centre will provide the legal advice and/or assistance to the member.

When the Consumer Protection Centre decides to appoint a law firm to take the matter further, we have the exclusive right to nominate and appoint such firm.

We will not be liable for any damages (consequential or otherwise) arising out of any advice given in good faith or action taken or any other conduct whatsoever, notwithstanding any mistake, error of judgement or negligence on our part or that of our agents or representatives.

The legal advisor shall act in all manners as your attorney and/or legal advisor and an attorney and client relationship shall exist between you and the legal advisor.

### **6.3 Website**

The website can be used to browse the content, enter legitimate information. The Member will not use the website for any other purposes. The website can only be used by individuals that are 18 years of age or above. The website and the content provided on it may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.

### **6.4 Rights of Admission**

The Consumer Protection Centre reserves the right of admission to our offices. A member will not be interviewed if he/she is under the influence of any alcohol or drugs, is in possession of a firearm or displays notions of violent behavior.

### **6.5 Legal Costs**

The Consumer Protection Centre will not be liable for any legal costs and expenses.

### **6.6 Supply of Information**

The member will at his own expense and at all times:

- 6.6.1 provide us with all the information that we may require in order to provide the necessary advice and assistance;
- 6.6.2 provide us with a truthful account of all the facts of a matter;
- 6.6.3 produce and/or execute all documents reasonably requested by us;
- 6.6.4 follow our advice or instructions and co-operate with us in all respects and keep us and the legal advisor informed of any material developments;

## **7. GENERAL EXCEPTIONS**

### **We will not assist with matters:**

- 7.1.1 A dispute/occurrence/complaint arising from a breach or alleged breach of professional duty by the Consumer Protection Centre or any of its employees;
- 7.1.2 Claims against any of the affiliated companies of the Consumer Protection Centre and/or your insurer and/or any of their representatives;

- 7.1.3 Third Party Claims where the member already signed a mandate with an attorney to assist with a claim;
- 7.1.4 If in the discretion of the panel attorney, the third party claim to be instituted is false or fraudulent or where the panel attorney has reason to doubt the truthfulness of the claim and any matter in relation thereto;
- 7.1.5 If, due to any change in any applicable act, law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this agreement, performance of any provision of this agreement or any benefit contemplated hereby shall become impracticable or impossible, the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated herein.
- 7.1.6 Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
- 7.1.7 Any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
- 7.1.8 Trivial or petty matters;

## **8. GENERAL**

### **8.1 Observance of Terms**

The member must observe and fulfill all the Terms and Conditions of the policy.

### **8.2 Non-Variation**

The Policy constitutes the sole agreement between the member and the Consumer Protection Centre. Any meaning given to a specific word or term will have that meaning wherever it occurs. Any reference to the masculine includes the feminine and any reference to the singular includes the plural and vice versa.

### **8.3 Amendments to terms and conditions**

The Consumer Protection Centre reserves the right to amend the terms and conditions of this agreement.



## **8.4 Non-enforcement or Indulgence**

Non-enforcement or indulgence of any provision in this policy will not mean that we waive any of our rights or change our obligations under this policy and will not preclude us from enforcing any terms and conditions.

## **8.5 Website Maintenance**

We will use our reasonable efforts and skills to maintain the website. The website is subject to change from time to time. No one will be eligible for any compensation should the use of any part of the website be affected in anyway and or because of a failure, suspension or withdrawal of all or part of the website due to circumstance beyond our control. We may:

- 8.5.1 modify or withdraw, temporarily or permanently, the website (or any part of it) with or without notice to you and you agree that we will not be liable to you or any third party for any modification to or withdrawal of the website; and
- 8.5.2 change these terms from time to time with or without notice to you and your continued use of the website (or any part of it) following such change will be deemed to be your acceptance of the change.

## **8.6 Electronic Communications**

- 8.6.1 When you visit the website or send e-mails to us, you are communicating with us electronically. Your use of the website will be deemed your consent to receive communications from us electronically which will allow us to communicate with you via e-mail, sms or any other electronic means. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.
- 8.6.2 We hold the right in our sole and absolute discretion, to monitor any activity and content associated with the website. We may investigate any reported violation of these terms or complaints and take any action that we may deem appropriate which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access, or the removal of any materials from the website.

## 8.7 Intellectual Property

- 8.7.1 All content included on the website, including but not limited to, text, graphics, logos, buttonicons, images, audio clips, digital downloads, data compilations, and software, is our property or the property of our content suppliers and is protected by international intellectual property laws.
- 8.7.2 All software used on the website is our property or that of our software suppliers and is protected by international intellectual property laws.
- 8.7.3 The registered and unregistered trademarks, names, logos and service marks displayed on the website belong to us. Nothing contained on the website, except as expressly sated in these terms, will be construed by you as the granting of any license or right to use any trademark without our prior written permission. All rights in and to the content and trademarks are reserved and retained by us or our content suppliers. You further acknowledge that we, or our content suppliers, are the proprietors of all the content and trademarks on the website,whether it constitutes confidential information or not, and that you hold no right, title or interest in any such material.

## 8.8 Privacy Policy

- 8.8.1 This Policy sets out how we use and protect any personal information that you give us when you use the Service. This privacy policy has been put in place to assure you and give you the peaceof mind that we take access to your personal information seriously. It also gives you our details in case you want to contact us and query any issues that you may have.
- 8.8.2 If you have any questions about this Policy or do not agree with it, please email us at [info@cprotection.co.za](mailto:info@cprotection.co.za). We may change this Policy from time to time by updating this page. You should check this page from time to time to ensure you are happy with any changes.

## 8.9 Consent for Sharing of Information

- 8.9.1 The member waives any right to privacy in any membership information provided by the member or on behalf of the member, of any membership or complaint made or lodged by Consumer Protection Centre. The member also acknowledges that the information provided may be verified against other legitimate sources or databases.

The member also waives any rights of privacy and consents to the disclosure of any information relevant to any complaint concerning the member.

8.9.2 I furthermore authorize and consent to the Consumer Protection Centre collecting my personal information from third parties or to contact me to request my personal information to complete such consent. I acknowledge that I can withdraw this mandate at any time.

## **8.10 Indemnity**

The member indemnifies and hold the Consumer Protection Centre harmless against any and all claims of whatsoever nature arising from misrepresentation, default, misconduct, failure to perform or any other act related to this agreement.

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