



**PREMIER VERIFICATION**  
BEE Verification Services

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<b>BBEE Charity Certificate Application Form</b>		Date:	
Registered Name of Charity:			
VAT Registration No:			
Company Registration No:			
Public Benefit Organisation No:			
Charity Category:	Aids	Animals	
	Arts & Culture	Children	
	Crisis	Education	
	Elderly	Environment	
	Health, Disease	Homeless	
	Sports	Victims of Crime	
	Women in Need		
Charity Classification:	Listed Company	Private Company	
	Close Corporation	Trust	
	Public Company	Section 21	
	Non-profit	Other	
Date of Registration:		E-mail Address:	
Telephone No:		Fax No:	
Physical Address:			
Postal Address:			
Admin Contact:	Name:		
	E-Mail:		
	Cellular:		
Finance Contact:	Name:		
	E-Mail:		
	Cellular:		
Director / Trustees:	Name:		
	E-Mail:		
	Cellular:		
Director / Trustees:	Name:		
	E-Mail:		
	Cellular:		
Please submit the following information with your application:	Certified Copy of Trust Deed		
	Certified Proof of Banking Details		
	Certified Audited Financial Statements		
	Certified Copies of Directors / Trustees ID's		
	Certified PBO Certificate		
	Certified NPO Certificate		
	Letter from Chairperson stating the demographic of the Charity Beneficiaries:		
I hereby certify that the above information is true and correct and that I a duly authorised individual representing the Charity:			
Name:		Signature	
Place:			
Date:			

It is hereby agreed that:

**Pertaining to Premier Verification:**

- 1) **Impartiality of Service:** Premier Verification shall independently verify the business entity, also known as “client”, as contemplated in the Broad Black Economic Empowerment Act, 2003 with specific reference to the Codes of Good Practice and the requirements of Socio-Economic Development:
  - a) Premier Verification shall audit documents relating to the financial statements, ownership / equity, management control, employment equity, skills development, procurement, enterprise development, socio-economic programmes/ schemes/ donations and other relevant documents including the operations of the entity. The audit will be done according to the published guidelines from the DTI and/or SANAS.
  - b) Premier Verification shall issue a verification report and certificate based on the above audit to be used by the client to substantiate that the business entity is BEE compliant for the purposes of Socio Economic Development.
  - c) After a business entity has been verified the issued Premier Verification certificate will be seen as being public knowledge. Premier Verification certificate and report will remain the property of Premier Verification and may be withdrawn by Premier Verification as a step to deal with incorrect reference to the Verified Entity’s BEE status.
- 2) **Confidentiality:** Premier Verification undertakes to treat all information obtained in the auditing process as confidential and shall reveal no private and unauthorised information further to the BEE certificate, to any third party without prior consent of the client. The provisos of this clause do not apply to Accreditation Bodies such as SANAS.
- 3) **Rights:** Premier Verification shall retain and acquire ownership of the copyrights and all other intellectual property rights in the product of the service, whether oral, tangible, intangible, corporeal, incorporeal and the ownership of its working papers. For the purposes of delivering service to the Verified Entity or other clients, Premier Verification shall be entitled to use or develop knowledge, experience and skills of general and specific application gained through performing the service.
- 4) **Fronting:** Premier Verification shall report perceived fronting to the DTI according to the process stipulated by the DTI. All the associated costs will be borne by the client. Premier Verification shall not report the perceived fronting if the client rectified the alleged fronting within 14 days.

**Pertaining to the Client:**

- 5) **Complete Information:** In order for the client to receive an objective and credible verification of his enterprise, the client shall provide Premier Verification with all necessary information and documents as requested by Premier Verification. The client warrants that the information provided is true and accurate and can be used in a court of law. The client acknowledges and accepts that Premier Verification is keeping all the supplied information on file at the Premier Verification premises. The client undertakes to provide the Verified Entity’s information within a period of 2 months after payment is made for the verification or the start of the process of verification.
- 6) **Fee:**
  - a) The client acknowledges that provided the client complies with the requirements of a PBO as defined in the South African Income Tax as amended, the certificate will be issued at no charge to the client.
- 7) **Information:**
  - a) In order to enable Premier Verification to perform the Service, the Verified Entity shall promptly procure and supply all information, assistance and access to documentation [in its possession, custody or under its control] and personnel under its control, where required by Premier Verification. The Verified Entity shall inform Premier Verification of any information or developments which may come to its notice and which may reasonably be expected to have a bearing on the Service.
  - b) Premier Verification may rely on any instruction, request, notice, information, given in writing, by any person whom Premier Verification knows to be or reasonably believes to be authorised by the Verified Entity to communicate with Premier Verification.

- c) Premier Verification may communicate with the Verified Entity by electronic mail where an authorized person of the Verified Entity requests Premier Verification to do so, on the basis that in consenting to this method of communication, the Verified Entity accepts the inherent risks (including the security risks of the interception and monitoring of, or unauthorized access to such communications, the risks of manipulation and/or corruption of such communications and the risks of viruses or other harmful devices).
  - d) Premier Verification may receive information from the Verified Entity or from other sources in the course of delivering the Service and shall: i) be entitled to establish the reliability of information received by it; ii) not be liable to the Verified Entity for any loss or damage in whatever nature and form suffered by Verified entity arising as a result of fraud, misrepresentation, the withholding of information and/or material to Premier Verification or other conduct by default relating to such information, whether on the Verified Entity's part or that of the other sources of information.
- 8) **Use of Certificate:** Premier Verification requires that the verified enterprise:(a) conforms to the requirements of
- a) Premier Verification when making reference to its verification status in communication media such as the internet, documents, brochures or advertising (b) does not make or permit the use of any misleading statement regarding its BEE score (c) does not use or permit the use of a BEE Verification Certificate or any part thereof in a misleading manner (d) does not use its verification status in such a manner that would bring Premier Verification into disrepute and lose public trust (e) reproduces any verification report only in full.
- 9) **Complaints and Appeals:** The client hereby accepts the process to lodge any complaint and or appeal on Premier Verification website ([http://www.premierbee.co.za/client\\_feedback.asp](http://www.premierbee.co.za/client_feedback.asp)), for formal investigation. The client undertakes to first use these avenues to rectify any situation before using alternative measures.

**Common to Both Parties:**

- 10) **Duration of the agreement:** This Agreement shall endure from date of commencement for an indefinite period of time, provided that:
- a) Premier Verification did not decline the application for verification. The date on commencement will be the date that Premier Verification accepts the application and proceeds with the verification process;
  - b) In the event that fraudulent / incorrect information was given to Premier Verification, Premier Verification will have the right to immediately terminate the contract between the parties with recourse of all detriment suffered. Premier Verification will further have the right to report such clients to the DTI and to recall the certificate issued without refund.
- 11) **Jurisdiction:** The Client and Premier Verification hereby consent to the jurisdiction of the magistrate's court for any legal dispute that might arise from this agreement.
- 12) **Domicilium Citandi et Executandi:** It is agreed by the Client and Premier Verification that their addresses mentioned above shall serve as their respective domicilii citandi et executandi, being the addresses to which all notices, or other documents may be sent in relation to this agreement.
- 13) **Non-disclosure undertaking:** The Parties hereto place on record that the Client will obtain knowledge of Premier Verification's scheme and activities and will have insight into the documentation and information in respect of Premier Verification's operation and intellectual property. Therefore the Client undertakes, not to disclose any information or intellectual property, documentation or knowledge of Premier Verification's business activities to any competitor of Premier Verification and or other person or business which might be a potential client, but not limited to, in any manner whatsoever, and to keep all information, documentation or knowledge received as private and confidential vis a vis competitors and or potential clients of Premier Verification as Premier Verification is the sole proprietor thereof.
- 14) **Entire agreement:** This Verification Agreement constitutes the entire record of the agreement between the Parties. No party shall be bound by any express or implied term, representation, warranty or the like not recorded herein. No addition to, variation of, or cancellation of the Verification Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of the parties.

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