

TERMS AND CONDITIONS:

These terms and conditions (“**Agreement**”) set forth the framework and procedures for the appointment and engagement of IKALI Unemployment Advisory Services Company Name (“**Agent**”) by any individual or entity (“**Client**”) for the purpose of filing and managing a claim for Unemployment Insurance Fund (“**UIF**”) benefits with the Department of Employment and Labour of the Republic of South Africa.

By appointing the Agent to act on the Client’s behalf, the Client agrees to be bound by the terms outlined herein. This Agreement is designed to ensure transparency, accountability, and compliance with all relevant laws and regulations governing UIF claims and processes.

Payment of Consultation and Associated Costs

The client shall, upon completing and/or submitting the initiating documents enabling the Agent to commence with the services, and within five (5) working days thereof, attend to the payment in the amount of **R 1 200.00 (One Thousand Two Hundred Rand)** to the Agent, which payment shall only be in respect of a once-off consultation and on-boarding fee, thereafter if further consultation(s) are required, a fee of **R 300.00 (Three Hundred Rand)** will be charged for each consultation.

In addition to the aforesaid, the Agent shall thereafter provide the client with an invoice in respect of all associated fees, charges, or payments in respect of executing the mandate granted by the client.

Payment by the client shall be effected to the following bank account with the following details:

Bank Name	Standard Bank
Account Number	1018 420 8694
Branch	051001
Account Holder	Ikamva Lomtha Staffing Solutions
Reference	Your Identity Number

No Refund

All fees, charges, or payments made to the Agent for services rendered in relation to the UIF claim are strictly non-refundable. The Client acknowledges and accepts that the Agent’s service fee covers administrative costs, professional expertise, and the time expended during the application process.

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Should a UIF claim be unsuccessful, delayed, or rejected for any reason beyond the Agent's control—including, but not limited to, insufficient documentation, ineligibility, or decisions made by the Department of Employment and Labour—the Client shall not be entitled to a refund, rebate, or partial reimbursement.

Provision of Authority Granted

By completing and providing the Agent with the required documents, and agreeing to the said terms and conditions, the client hereby grants the Agent the mandate to act on its granted mandate.

The Client hereby explicitly authorises the Agent to access, process, and submit all necessary information and documentation to the Department of Employment and Labour for the specific purpose of lodging a UIF claim.

The Agent undertakes not to use the authority for any purpose other than the lodging, management, and follow-up of the UIF claim. The Client may revoke this authority at any time in writing; however, revocation will not affect actions already undertaken by the Agent or entitle the Client to any refund.

Compliance

The Agent commits to rendering services in full compliance with all applicable prescripts, statutes, regulations, and guidelines under South African labour law, including but not limited to the Unemployment Insurance Act No. 63 of 2001, and its associated regulations, as amended from time-to-time.

The Agent will ensure that all documents, submissions, and representations made on the Client's behalf are accurate, complete, and consistent with the requirements established by the Department of Employment and Labour. The Client is responsible for providing timely, truthful, and complete information to facilitate compliance. Any misrepresentation or contravention of South African labour law by the Client may result in immediate termination of this Agreement, with no refund due.

Time Periods

The Agent will make all reasonable efforts to initiate, file, and lodge the UIF claim within the timelines prescribed by the Department of Employment and Labour and relevant legislation. However, the Agent cannot and does not guarantee the timeframe for approval, adjudication, or payment of the UIF benefit, as such matters depend on the procedures and efficiency of the government authorities, which the Client accepts that the agent has no control over.

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The Client is encouraged to submit all required documentation as soon as possible to prevent unnecessary delays. The Agent agrees to communicate any notable progress, delays, or requests for additional information, but is not liable for any losses resulting from delayed processing by the Department of Employment and Labour.

Payment of the UIF Claim to the Client and Not the Agent

All UIF benefits, once approved, will be paid directly to the Client by the Department of Employment and Labour or its designated financial service provider. At no point will the Agent receive, hold, or manage UIF payments on behalf of the Client. The Agent's role is limited to facilitating the application and providing administrative support. The Client is responsible for providing accurate banking details and resolving any payment issues with the Department of Employment and Labour, should such issues arise. The Agent accepts no responsibility for the receipt, transfer, or management of UIF funds.

Obligations of the Client

- The Client must provide all information, documentation, and signatures requested by the Agent in a timely and accurate manner.
- The Client must disclose any prior UIF claims, outstanding matters, or circumstances that may impact eligibility.
- The Client is solely responsible for ensuring that information submitted is truthful and valid. The Agent accepts no liability for claims rejected due to incomplete or misleading information provided by the Client.
- The Client must pay all agreed fees to the Agent prior to commencement of services unless otherwise provided in writing.

Obligations of the Agent

- The Agent shall provide professional, diligent, and prompt service in preparing, lodging, and monitoring the UIF claim, including making provision for the signing of the necessary claim forms.

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- The Agent will maintain confidentiality over all personal and financial information provided by the Client, subject to legal requirements.
- The Agent will communicate updates, requests for additional documentation, or outcomes to the Client promptly.
- The Agent will not use the Client's information for any purpose other than processing the UIF claim.

Limitation of Liability

The Agent will exercise reasonable care and skill in rendering services; however, the Agent makes no guarantees regarding the success, amount, or timing of UIF benefits.

The Agent is not liable for any loss, damage, or expense incurred as a result of the outcome of the UIF claim, delays caused by third parties, or any acts or omissions of government departments.

Termination

This Agreement may be terminated at any time by either party upon written notice. Termination, for any reason, does not entitle the Client to any refund of fees already paid. The Agent will cease all work upon receipt of termination notice, but is not liable for any losses or damages resulting from an incomplete or withdrawn claim.

Confidentiality

All information received from the Client will be treated as confidential and will not be disclosed to any third party except where disclosure is required by law or necessary to fulfil obligations under this Agreement.

Governing Law and Jurisdiction

This Agreement is governed by the laws of the Republic of South Africa. Any disputes arising from or relating to this Agreement shall be resolved in accordance with the laws and courts of the Republic of South Africa.

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General Provisions

- This Agreement constitutes the entire understanding between the Client and the Agent regarding the subject matter described herein.
- No amendment or waiver of this Agreement is valid unless made in writing and signed by both parties.
- If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

Acceptance

By appointing **IKALI Unemployment Advisory Services** as **Agent** for the filing of a UIF claim, the Client confirms that they have read, understood, and agreed to the terms and conditions contained herein.