



**FSG FORENSIC INVESTIGATORS & AUDITORS | TRACERS | RISK MANAGERS | GUARDS**  
**Corporate branches in Durban, Cape Town & Johannesburg – Satellite branches elsewhere – Tracer Field Agents in all Magisterial Districts**  
**FSG is the founder member of the CSS Network | FSG is a LEVEL 4 BEE contributor**

Members: M Nxumalo (Chairperson); Director: Corporate Business | W Jardine (CEO); Director: National Operations | S Deghaye (Company Secretary); Director: Admin & Finance

**SERVICE LEVEL AGREEMENT FOR TRACER FIELD AGENT SERVICES ('TFA')**

**BETWEEN**

**FOHLA SECURITY CC t/a FSG PRIVATE | FORENSIC INVESTIGATORS & AUDITORS | RISK MANAGERS | GUARDS**  
**Company Registration No. 2003/050972/23**  
**(hereinafter referred to as 'FSG')**

**AND**

Identity No. \_\_\_\_\_  
(hereinafter referred to as 'TFA')

**And who together referred to as 'THE PARTIES'**

1. GENERAL

- a. Underlined words written in capital letters at the top of each paragraph *do not* form part of the Service Level Agreement ('SLA') for Tracer Field Agent Services ('TFA') and are included only for the purpose of order and to assist the understanding of the SLA. However, underlined words in this agreement that indicate a link to a website *are* included in this SLA.
- b. Reference to one gender shall also mean reference to the other gender, and to juristic persons, unless specifically indicated to the contrary. Both men and woman may be TFA even though only the male gender is referred to throughout this agreement.
- c. If TFA is a juristic person (eg. a close corporation, a company or a trust), and signs the SLA for and on behalf of a juristic person, he declares that he has the mandate to do so, and the members or directors of same bind themselves jointly and severally in their personal capacities to this SLA.
- d. The signatories hereto declare that they are duly authorized to enter into this agreement for and on behalf of each of the respective THE PARTIES.
- e. The SLA shall be the entire agreement between THE PARTIES and no relaxation, indulgence, amendment or addendum shall alter this agreement or be binding on THE PARTIES unless committed to writing and signed by both of THE PARTIES.

2. AGREEMENT, DATE OF COMMENCEMENT, DATE OF CANCELATION, VARIOUS INFORMATION

- a. This SLA shall only become effective if signed by TFA and, after assessment of TFA – as set out in paragraph 2.e and sub-paragraphs below – if FSG signs this SLA *and* if FSG issues to TFA a Letter of Appointment by FSG.
- b. TFA agrees to establish himself as a TFA business and to sub-contract his services to FSG, and FSG agrees to instruct TFA as a sub-contractor of FSG, to perform the field work component of FSG's CSS SERVICES and TPT SERVICE, and to perform FSG's RAF CLAIM DEFENCE FORENSIC INVESTIGATION, in respect of which TFA will acquaint himself by studying the contents of FSG's website at [www.fohlasecurity.co.za](http://www.fohlasecurity.co.za).
- c. It is the objective of FSG to guide, train and mentor TFA to establish his own business, which shall be call a TFA Service, to perform the services that are the field work components of FSG's CSS SERVICES and TPT SERVICE, and to perform FSG's RAF CLAIM DEFENCE FORENSIC INVESTIGATION. TFA will be able to establish his own TFA Service without any significant expenditure and can operate and manage his business from home.
- d. While TFA does not need prior experience of providing the three services referred to in paragraph 2.c above because FSG will provide full training to TFA *free of charge*, TFA must:
  - i. Have at least a Grade 12 educational qualification with a minimum average pass rate of 55%, which TFA declares to be the case by signing this SLA.
  - ii. Be computer literate to the degree that he knows how to use Microsoft Office, knows how to access and search the Internet, and knows how to send and receive email, which TFA declares to be the case by signing this SLA.
  - iii. Be English literate and able to speak, read and write in English fluently, which TFA declares to be the case by signing this SLA.
  - iv. Be at least 21 years of age. TFA understands that FSG will give preference to young black men and women that FSG assesses to possess the necessary aptitude to establish a TFA Service business and to perform the three services referred to in paragraph 2.c above.
  - v. Must have a secure postal address, either a physical street address in a formal residential area or a post box address.
  - vi. Access to a fax machine to both receive and send faxes.
  - vii. Access to a computer with an Internet connection and a personal email address, and the computer must also have attached to it a printer and a scanner.
  - viii. The use of a vehicle and a license to operate that vehicle.
  - ix. A cellphone and an operational cellphone number.
  - x. A bank account in his own name or the name of his TFA Service business that FSG will use to pay to TFA any monies that it owes TFA.

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Fohla Security CC (2003/050972/23) t/a FSG Forensic Investigators & Auditors | Tracers | Risk Managers | Guards

**ALL INSTRUCTIONS AND ENQUIRIES MUST BE ADDRESSED TO OUR DURBAN HEAD OFFICE**



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- e. For TFA to be appointed a sub-contracted TFA Service of FSG, TFA shall first have to be assessed to be suitable by FSG. This assessment shall include the following:
- A credit worthiness assessment. TFA shall have to have a clean credit record to qualify for appointment, although FSG shall have the right to consider persons who have an adverse credit record.
  - A criminal record check. TFA will not be appointed if TFA has a criminal record.
  - Passing an open book test with a pass mark of at least 75%. The subject of this test shall be about FSG's CSS Services, TPT service and RAF CLAIM DEFENCE FORENSIC INVESTIGATION. After TFA has signed and returned this SLA to FSG and FSG has established that TFA has a clean credit record and does not have a criminal record, FSG shall send TFA all the training material that TFA shall need to establish a TFA Service business, and to perform the three services referred to in paragraph 2.c above. TFA shall have one week to study the training material, after which FSG shall send TFA the test, which TFA must immediately attend to and return to FSG.
- f. TFA's appointment as a sub-contracted TFA Service of FSG shall at all times be subject to compliance with the contents of this SLA and the contents of the training material that FSG shall provide for TFA.
- g. FSG shall, at its sole discretion, shall provide further training on an ongoing basis that may take the form of additional written instruction manuals, training workshops, and so on. However, FSG shall at all times provide support to TFA to assist TFA to operate and manage a successful TFA Service business.
- h. This SLA shall remain in effect until either of THE PARTIES gives twenty-four (24) hours notice of termination of this SLA to the other. TFA may terminate this agreement for any reason, but FSG may only terminate this agreement for the following reasons:
- If TFA fails to perform in accordance with this SLA and the training material supplied by FSG.
  - If FSG no longer has work for TFA or if FSG ceases to trade, or if FSG sells its business.
- i. Regardless of who terminates this agreement, TFA shall be obliged to return to FSG all completed and uncompleted instructions, all training material provided by FSG - and any other property in the possession of TFA that was supplied by FSG - within seven (7) days of termination of this SLA:
- TFA shall return these items to TFA at the cost of TFA and by means of secure postage or courier service.
  - If TFA fails to return all of FSG's property within seven (7) days, and FSG has to incur any expenses to recover such property, TFA, by signing this TFA acknowledges that he shall be liable for all such costs incurred by FSG.
- j. TFA acknowledges, understands and accepts that FSG has commenced a project to assist persons to establish TFA Service businesses in every Magisterial District in South Africa:
- FSG shall have the right to appoint as many persons as required establish TFA Service businesses to attend to the instructions from for a particular magisterial district. However, if FSG appoints more than one person to establish a TFA Service in a magisterial district, FSG shall limit these TFA Services to only perform TFA Services in specific geographical areas, to will ensure that the instructions of FSG are shared equally by all TFA Service businesses in a particular magisterial district.
  - It is the desire of FSG, through assisting persons to establish their own TFA Services businesses and by appointing them as sub-contractors of FSG, to give persons from Previously Disadvantaged Groups who have an entrepreneurial attitude/spirit/ambition the opportunity to start their own small businesses to generate income for themselves and for any persons they choose to employ. However:
    - FSG reserves the right to also assist persons who are not from Previously Disadvantaged Groups to establish TFA Service businesses if FSG cannot locate a suitable candidate who is from a Previously Disadvantaged Group for a particular Magisterial District.
    - In cities/towns where FSG has offices, FSG shall have the right to also use its employees to perform the work that TFA Services will perform.
  - That while FSG is establishing a national infrastructure of TFA Service businesses to allow FSG to perform the services listed in paragraph 2.c above in every place in South Africa, it may be the case that FSG does not have sufficient instructions to keep TFA Services businesses busy fulltime immediately after appointing a TFA Service as a sub-contractor of FSG. While it is the desire of FSG to send as many instructions as possible to every TFA Service it appoints as a sub-contractor, TFA understands and acknowledges that FSG gives no undertaking whatsoever in respect of the number of instructions that FSG shall send any TFA Service. about the volume of instructions that FSG will send to TFA.
- k. TFA is not limited to sub-contracting his TFA Service business to only FSG.
3. EXPLANATION OF THE WORK OF TFA SERVICE BUSINESSES IN RESPECT OF FSG'S CSS SERVICES
- FSG receives instructions from attorneys with a debt collections practice, from registered debt collectors and registered credit providers nationally to trace debtors who have fallen into arrears with a debt or an account, and then to meet with those debtors to deliver certain documents and to get the debtor to sign a document called an Acknowledgement of Debt ('AOD'). A formal definition of this service is *"The facilitation of the legal recovery of arrear debt by tracing debtors and implementing the provisions of Sections 57/58 and 65(J) of the Magistrate's Court Act, read in conjunction with Section 129 of the National Credit Act."*
  - FSG has uniquely branded this service as "CSS SERVICES".
  - FSG shall attend to tracing the debtor, but FSG will sub-contract the work of meeting with debtors to deliver certain documents and to sign an AOD, to the TFA Service businesses that FSG assists to be established in all the magisterial districts in South Africa.
  - The work that FSG's sub-contracted TFA Service businesses will perform as a result of CSS SERVICES instructions that FSG receives from its clients will include the following (and before FSG sends an instruction to a sub-contracted TFA Service, FSG will have confirmed with the debtor that he agrees to cooperate with the work that TFA must do):

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- i. Meeting with debtors who have fallen into arrears in respect of a debt to:
    1. Deliver to the debtor a Letter of Demand ('LOD') demanding that the debtor settles the arrear debt within a prescribed period and to obtain from the debtor proof of receipt of the LOD from TFA, , and/or
    2. Deliver to the debtor a NOTICE, which informs the debtor of his rights in respect of dealing with a debt that has fallen into arrears. These rights include that the debtor can consult a debt counselor, may apply to be placed under debt review, and that the debtor may refer the matter to the prescribed ombudsman for intervention if the debtor is of the opinion that he does not owe the money that is being claimed from the debtor. TFA must also obtain from the debtor proof that the debtor has received the NOTICE delivered by TFA.
    3. Get the debtor to sign an Acknowledgement of Debt ('AOD') in which the debtor:
      - a. Acknowledges that he owes the money being claimed from him (which may include the legal and other costs incurred by FSG's client to do so).
      - b. Agrees to settle the arrear debt by means of monthly installment re-payments that the debtor can realistically afford to pay.
      - c. Agrees that if he defaults in terms of the new installment re-payment plan that is set out in the AOD, then FSG's client shall have the right to do the following without having to consult the debtor or give further notice on the debtor:
        - i. Obtain a judgement against the debtor.
        - ii. Obtain an emoluments attachment order, which will be served on the debtor's employer and which will legally instructs the debtor's employer to deduct a certain amount of money from the debtor's pay, and to pay that money to FSG's client.
    4. Get the debtor to sign various other documents, which could include:
      - a. A form in which the debtor must disclose his home and work addresses, his contact numbers and his banking details.
      - b. A debit order authority that allows FSG's client to collect a certain some of money from the debtor's bank account every month.
      - c. FSG's TFA Report Form.
  - ii. Performing a Means Affordability Test ('MAT') to calculate the installment a debtor can afford to pay, which amount must be recorded in the AOD.
  - iii. Adopting the attitude that the role of TFA is to offer the debtor an opportunity to rehabilitate an arrear debt in a manner that avoids further punitive legal action and the associated costs.
- e. FSG will provide TFA with all the training that TFA will require to *perform the field work component* of FSG's CSS SERVICES.
4. EXPLANATION OF THE WORK OF TFA SERVICE BUSINESSES IN RESPECT OF FSG'S CSS SERVICES
- a. "TPT" is an acronym for "Third Party Tracing".
  - b. FSG provides TPT SERVICES to insurance companies who insure vehicles against damage as the result of accidents.
  - c. The person who owns the vehicle and who purchases insurance so that, if his vehicle is damaged in an accident, his insurance company will pay to repair his vehicle, is referred to by the insurance company as the "Insured Party" ('IP').
  - d. Whenever the IP has an accident in his vehicle, his insurance company assumes that, if there was another vehicle involved in the accident, then the driver of the other vehicle caused the accident. The insurance company refers to the driver of the other vehicle as the "Third Party" ('IP').
  - e. After the IP has had his vehicle repaired after an accident and his insurance company has paid for the repairs, the insurance company then sends the TP a Letter of Demand, demanding that the TP pays the insurance company the money they had to spend to repair the IP's vehicle. If the TP does not respond to the Letter of Demand, the insurance company instructs FSG to trace the TP. If the TP agrees that he caused the accident, then the insurance company will instruct FSG to meet with the TP to get the TP to sign an AOD so that the TP pays the insurance company the cost of repairing the vehicle of the IP in installments.
  - f. The idea is that FSG will trace the TP and if the TP agrees that he is responsible for the accident and that he will sign an AOD, FSG will then instruct one its sub-contracted TFA Service that is in the same Magisterial District as TP to meet with TP to perform the field work component of FSG's TPT SERVICE, which involves meeting with the TP to:
    - i. Perform a Means Affordability Test ('MAT') to calculate the installment that TP can afford to pay, which amount must be recorded in the AOD.
    - ii. Sign an Acknowledgement of Debt ('AOD') in which TP:
      1. Acknowledges that he owes the money being claimed from him.
      2. Agrees to pay the insurance company the amount of money it cost the insurance company to repair IP's vehicle by means of monthly installment re-payments that the debtor can realistically afford to pay.
      3. Agrees that if he defaults on the installment plan that is set out in the AOD, then the insurance company (who is FSG's client) shall have the right to do the following without having to consult TP or give further notice to TP:
        - a. Obtain a judgement against TP.
        - b. Obtain an emoluments attachment order, which will be served on TP's employer and which will legally instructs TP's employer to deduct a certain amount of money from TP's salary, and to pay that money to the insurance company.

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- g. FSG's instructions to its sub-contracted TFA Service businesses could also include:
  - i. Visiting the scene where the vehicle accident took place to photograph it, draw an accident plan and/or to try to identify if there were any witnesses to the accident,
  - ii. To visit a police station to obtain copies of documents in the possession of the police about the accident.
  - iii. To visit a witness and to take a statement from the witness about the vehicle accident.
- h. FSG will provide TFA with all the necessary training to perform the field work component of its TPT Service.

5. EXPLANATION OF THE WORK OF TFA SERVICE BUSINESSES IN RESPECT OF FSG'S RAF FUND CLAIM DEFENCE FORENSIC INVESTIGATION

- a. The Road Accident Fund ('RAF') is a state-owned enterprise that is like an insurance company.
- b. The RAF insures people who are injured in vehicle accidents and the families of people who are killed in vehicle accidents from the losses they suffer because they are injured (eg. medical expenses, loss of income, pain and suffering, etc.)
- c. The RAF is funded from fuel purchases. For every liter of petrol or diesel that anyone buys, a portion of the price goes to the RAF.
- d. The RAF is FSG's client. When someone makes a claim against the RAF, the RAF instructs FSG to conduct an investigation about the person who makes the claim against the RAF and about the accident in which the person was injured or someone was killed to ensure that the claim is legitimate.
- e. The people who make claims against the RAF are from all over South Africa, even from the smallest rural villages. Instead of the RAF having to pay an investigator to travel from a city to the rural village, FSG wants to train TFA how to perform FSG's RAF FUND CLAIM DEFENCE FORENSIC INVESTIGATION so that we can sub-contract instructions from the RAF to our sub-contracted TFA Service business that is located in the same magisterial district as the person making the claim against the RAF. This way, we can save the RAF a great deal of money because they no longer have to send an investigator from a large city that is far away from where the person who made the claim lives.
- f. FSG will provide full training to TFA in how to conduct FSG's RAF FUND CLAIM DEFENCE FORENSIC INVESTIGATION

6. ADDITIONAL CONDITIONS TO QUALIFY TO BECOME A SUB-CONTACTED TFA SERVICE OF FSG

The appointment of TFA will furthermore be subject to compliance with the following terms and conditions:

- a. TFA will become registered with whatever statutory authorities he has to be registered with to perform the three services of TFA Service businesses, which TFA will do at his own cost and which TFA will do as soon as he possibly can after appointment by FSG as a sub-contracted TFA Service business of FSG. These statutory authorities will include:
  - i. The Council for Debt Collectors ('COUNCIL').
  - ii. The Private Security Industry Regulatory Authority ('PSIRA')
  - iii. SARS.
  - iv. In the event that TFA shall employ assistants, Workman's Compensation.
- b. In respect of the field work component of FSG'S CSS SERVICES and TPT SERVICE TFA shall abide by the Code of Conduct of the COUNCIL FOR DEBT COLLECTORS, which is published on their website at [http://www.debtcollector.co.za/code\\_of\\_conduct1.html](http://www.debtcollector.co.za/code_of_conduct1.html). Furthermore, TFA indemnifies FSG from any claim that may be made against FSG if TFA performs the field work component of FSG'S CSS SERVICES and TPT SERVICE in contravention of any law or Code of Conduct.
- c. Should it be required by law that FSG deducts any statutory fees that TFA must pay to any statutory authority, TFA hereby agrees that FSG may deduct such amounts from any monies due to TFA and pay same to the statutory authority. This shall include any income tax that FSG may be required to deduct from any monies due to TFA and that FSG must pay to SARS.
- d. TFA shall abide by the requirements of FSG and the guidelines provided by FSG for TFA to establish his own TFA Service business. In this regard TFA acknowledges that FSG abides by all ethical business practices and that TFA shall be required to do the same.
- e. TFA shall accept instructions from FSG on a 'no success, no pay basis' against a tariff list that FSG shall prescribe.
- f. By affixing his signature hereto, TFA informs FSG that he believes that:
  - i. He is competent, and has the capacity, to perform the work of a TFA Service business.
  - ii. He is adequately English literate to understand this SLA, and any training material and any instructions that he may receive from FSG.
  - iii. He is competent and adequately disciplined to own, manage and operate his own business.
- g. By affixing his signature to the SLA, TFA acknowledges and understands:
  - i. That he will participate in all training prescribed by FSG.
  - ii. That he will complete any examination set by FSG to assess the extent to which TFA has acquired the skills and knowledge provided by FSG.
  - iii. That any error in a report produced by TFA, or on any of the documents that accompany such a report, will disqualify that report and FSG shall not pay TFA in respect of that report. Furthermore, in the event that a report is disqualified because of error or non-compliance, FSG shall have the right (but shall not be obliged to do so) to re-instruct TFA to correct whatever error disqualified that report, and only if TFA does so successfully will FSG be liable to pay TFA for that report.
  - iv. That FSG shall have the sole discretion to decide how many TFA Service businesses it wants to appoint in any Magisterial District, as dictated by the operational requirements of FSG.
  - v. That FSG's Durban-based head office is the operations, administrative and financial management centre of all the branches of FSG, such that all its TFA Service businesses effectively report to FSG's head office.

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- vi. That although TFA is not restricted by this SLA to providing his services exclusively to FSG, one criterion that FSG shall apply to judge the performance of TFA will be the priority that TFA gives to attending to instructions received from FSG. This will, in turn, influence the number of instructions that FSG shall send to TFA.
- vii. Notwithstanding anything else contained herein, should a client of FSG withdraw an instruction for any reason whatsoever, FSG shall be obliged to inform TFA immediately that FSG receives such an instruction, and FSG shall not be liable to TFA for any work conducted by TFA in respect of that instruction.
- viii. TFA shall attend to instructions from FSG within the mandate period prescribed by FSG. An instruction from FSG to TFA is valid for 21 (twenty one) days and is automatically terminated by the close of business on the 21<sup>st</sup> day from the date that appears on an instruction from FSG to TFA. Should TFA require a longer period to conclude an instruction, TFA shall request, in writing (by fax, email or SMS, to the fax, email or cellphone numbers that will be prescribed to TFA by FSG), an extension of his mandate prior to the expiry of the mandate period. FSG will extend the mandate period by 14 (fourteen days), and shall do so in writing by means of fax, email or SMS to TFA, and if granted by FSG, FSG will issue TFA a 'mandate extension reference number' ('MERN'), and TFA shall reflect the MERN on his report when he finalizes the instruction concerned. FSG shall not be liable for TFA's fee for any report finalized more than 21 (twenty one) days after date of issue unless TFA's report reflects the MERN. It shall be entirely the responsibility of TFA to secure a MERN should TFA require an extension of the mandate period. Only one mandate extension period will be permitted in respect of any instruction. An extension of the mandate period will be entirely at the discretion of FSG and FSG has no obligation to provide a reason for declining any request to extend a mandate period.
- h. Upon signature hereof, and the conclusion of all annexes, TFA will return the SLA to FSG with a letter in which TFA shall state:
  - i. Whether he shall engaged fulltime or part-time in performing the services of a TFA. If TFA intends to be engaged in this activity on a part-time basis, TFA will state what hours of the day, and on what days of the week, he shall be engaged in performing the services of a TFA.
  - ii. Whether he is employed elsewhere, or is sub-contracted to any other party, and if so he shall reveal:
    - 1. The name, address and contact details of his other employer/s and/or other clients.
    - 2. The nature of work he does for his employer/s and/or the nature of the services he renders to his other clients.
- i. Upon signature of the SLA, TFA shall provide FSG with two colour, passport-sized photographs of himself so that FSG may produce a laminated FSG TFA identity card ('ID') for TFA if TFA is appointed a sub-contracted TFA Service business of FSG:
  - i. TFA may not do any work for FSG unless he is in possession of a valid ID. When performing the services of a TFA for FSG, TFA shall display his ID on his person (and he shall not display this FSG ID if he is performing the services of a TFA for any other party).
  - ii. Which ID shall reflect/display:
    - 1. A photograph of TFA.
    - 2. TFA's name.
    - 3. TFA's identity number.
    - 4. That TFA is a sub-contracted TFA Service of FSG.
    - 5. The contact details of FSG's head office.
    - 6. The validity period of the ID.
  - iii. For which TFA must immediately request a replacement if the ID is lost or damaged.
  - iv. For which TFA agrees that he will pay FSG a fee of R 50.00 (fifty rand) to replace the ID card if lost or damaged, which amount FSG may deduct from any sums due to TFA by FSG. TFA must note that:
    - 1. If the ID is lost, TFA must report the fact to the South African Police and obtain a reference number. A replacement ID will not be provided unless TFA provides the police reference number and the name and telephone number of the police station where the loss was reported.
    - 2. If the ID is damaged, TFA must report the fact to FSG. A replacement ID will not be provided unless the damaged ID is returned to FSG.
    - 3. TFA shall not have to pay for the ID card that FSG shall initially produce for TFA or for any replacement ID cards provided upon expiry of one issued before.
- v. Upon termination of this SLA by either of THE PARTIES, the TFA shall immediately return the ID to FSG by registered, pre-paid postage. If TFA fails to do so he shall be liable for any and all expenses, including legal costs on the scale of attorney and own client, that FSG incurs to recover the ID, which expense will also include the cost of any time FSG incurs to attend to recovering the identity card, which cost shall be calculated against FSG's base investigation tariff. By affixing his signature hereto, and in the event of the non-return of the ID within 7 (seven) working days after the last day that the SLA shall be in effect, TFA acknowledges that a statement by FSG reflecting same is adequate proof of the fact and quantum of TFA's indebtedness to FSG.
- j. Upon signature hereof TFA will provide FSG with one certified copy of:
  - i. His green, bar-coded identity document.
  - ii. His income tax number. (If TFA does not have one at the time he signs this SLA, he must attach a letter informing FSG of the fact. However, FSG will not appoint TFA as a sub-contracted TFA Service of FSG until he obtains an income tax number from SARS.)
  - iii. His license/s to operate any vehicle he shall use in the execution of the work of a TFA.
- k. Upon signature hereof TFA shall provide FSG with a list of any vehicles TFA may use in the performance of the work of a TFA, that shall include the following information:

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Tel: + 27 (0) 86 1000979 | Fax: + 27 (0) 86 5168722 | Cell: + 27 (0) 83 7841523

EMAIL: fohladb@yabo.co.za | WEBSITE: www.fohlasecurity.co.za | PSIRA REG NO.: 1144490 | VAT NO.: 4370208110

Fohla Security CC (2003/050972/23) t/a FSG Forensic Investigators & Auditors | Tracers | Risk Managers | Guards

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**FSG FORENSIC INVESTIGATORS & AUDITORS | TRACERS | RISK MANAGERS | GUARDS**

**Corporate branches in Durban, Cape Town & Johannesburg – Satellite branches elsewhere – Tracer Field Agents in all Magisterial Districts**

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- i. The registration number.
    - ii. The date of expiry of the current license of the vehicle.
    - iii. The make, model and colour of the vehicle.
  - l. Upon signature hereof, TFA shall, using the attached Disclosure Form, disclose anything about himself that may prove a risk to FSG, including a moral risk, and which disclosures shall include anything that may influence TFA's capacity, present and future, to perform the work of a TFA as a sub-contracted TFA Service of FSG. This shall include, but is not limited to, disclosing:
    - i. All criminal convictions against TFA.
    - ii. All civil Judgements against TFA.
    - iii. Whether TFA is under debt review or administration.
    - iv. Whether any Emoluments Attachment Orders have been served on an employer of TFA.
    - v. The details of any credit agreement in respect of which TFA is the debtor, in respect of which TFA is in arrears with repayments.
    - vi. Any entity of which TFA is/was a member/director, regardless of whether that entity is trading, dormant, deregistered or liquidated.
    - vii. If he is sequestered or about to be sequestered.
    - viii. Whether TFA is an un-rehabilitated or a rehabilitated insolvent.
    - ix. Health and/or domestic issues that may influence the performance his performance as a TFA.
  - m. TFA agrees that FSG may conduct any and all background checks it deems necessary to assess the appointment of TFA. In this regard, TFA agrees that he will visit his local police station to have his fingerprints taken and obtain a criminal history clearance if required by FSG.
  - n. TFA agrees to being subjected to a polygraph examination in the event that FSG decides that any of the actions or/or verbal or written statements of TFA need to be examined for indications of deception. If the polygraph examination reveals no deception, the cost of the polygraph will be for the account of FSG. If the polygraph examination indicates deception, then the cost of the polygraph will be for the cost of TFA, in which case TFA agrees that this cost may be deducted by FSG from any sums due to TFA by FSG. Should TFA employ assistants, a condition of their employment shall be that they also agree said polygraph examination.
  - o. If the COUNCIL or PSIRA declines an application for registration from TFA, this SLA is automatically voided.
  - p. TFA acknowledges, knows and understands that upon finalization of an instruction from FSG, the original copy of reports and accompanying documents must be returned to FSG, at the cost of TFA, no later than one week after the finalization of an instruction.
    - i. If TFA chooses to return these documents by post:
      1. They must be posted to FSG's Durban-based head office to PO Box 17, Pavilion, 3611.
      2. They must be posted using a secure, traceable, postal service of either The Post Office or Postnet, using FSG's postal address for 'counter-to-counter' delivery services.
    - ii. If TFA chooses to return these documents by courier service, they are to be sent by a courier service prescribed by FSG to the physical address of FSG's Durban-based head office at 7 Cedar Road, Westville, Durban, 3629.
    - iii. Should a report and accompanying documents be lost in the postal or courier process:
      1. FSG shall not be liable for any fee raised by the TFA for reports lost in this manner.
      2. FSG shall have the right to instruct the TFA to attend to such instructions a second time, but shall only pay for the work once.
  - q. TFA shall be neatly dressed and maintain appropriate hygiene standards whenever performing the work of a TFA as a sub-contracted TFA Service of FSG.
  - r. TFA acknowledges, understands and agrees:
    - i. FSG's administrative month commences on the 26<sup>th</sup> day of one month and ends on the 25<sup>th</sup> day of the following month.
    - ii. FSG's administrative month shall be the period that will apply in respect of any payment due to TFA for work done in a month.
    - iii. TFA shall be paid monthly. FSG shall pay TFA any amounts due to TFA on the 1<sup>st</sup> (day) day of the month following the date of closure of FSG's administrative month. Should this day fall on a weekend or a Public Holiday, payment shall be made on the next working day.
    - iv. Payment shall be made by means of Electronic Funds Transfer ('EFT') to TFA's bank account, which FSG shall do before 16h30 on the date payable. It is recorded by FSG banks with Nedbank. If TFA has an account with Nedbank, EFT payments from FSG to TFA's Nedbank account shall be available to TFA immediately after FSG has made such an EFT payment.)
  - s. TFA acknowledges, understands and agrees that, notwithstanding anything else herein, should a client of FSG refuse to pay FSG for a report (and accompanying documents) produced by TFA, FSG shall have no obligation to pay TFA for his associated report.
  - t. TFA shall submit a separate invoice to FSG for each instruction successfully concluded, and shall do so at the same time he submits his reports and accompanying documents for which he has raised the invoice.
  - u. Under no circumstance may TFA accept any form of payment from the subject of an instruction from FSG.
  - v. FSG shall only consider TFA's appointment of TFA completes the attached "TFA APPLICATION" in full.
7. CESSION

FSG may cede its rights and obligations arising from the SLA, but the TFA may not.

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8. DOMICILIUM CITANDI ET EXECUTANDI

THE PARTIES choose as their respective *domicilium citandi et executand*:

- a. FSG: 7 Cedar Road, Westville, Durban, KwaZulu-Natal, 3629.
- b. TFA: \_\_\_\_\_
- c. Or any other address either of THE PARTIES shall nominate from time to time, on condition that:
  - i. Such address is a physical street address in an area where streets are uniquely named and numbered and in which the SA Post Office provides a door to door street delivery service.
  - ii. Notice of change of address is served on either of THE PARTIES by the other in accordance with the provisions for service notices, as explained elsewhere herein.

9. NOTICES

Notices shall be deemed to have been served by either of THE PARTIES on the other 7 (seven) working days after postage of same by prepaid registered post, or on the same day if served in person if the recipient acknowledges receipt in writing, subject to the following:

- a. Notices served in person on FSG by TFA may only be served at FSG’s Durban-based head office.
- b. Should personal service be attempted on TFA by FSG, and TFA refuses to sign an acknowledgement of receipt of such service, an affidavit to this effect by the representative of FSG who attempts such service shall be deemed adequate proof of delivery of a notice on TFA.

10. DISPUTES

In the event of a dispute that THE PARTIES cannot resolve between themselves, THE PARTIES consent to the jurisdiction of the Pinetown Magistrates Court.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF TFA

\_\_\_\_\_  
WITNESS 1

NAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS 2

NAME: \_\_\_\_\_

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF FSG

\_\_\_\_\_  
WITNESS 1

NAME: \_\_\_\_\_

\_\_\_\_\_  
WITNESS 2

NAME: \_\_\_\_\_

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APPLICATION FOR APPOINTMENT AS A SUB-CONTRACTED TFA SERVICE OF FSG			
DETAILS OF APPLICANT			
SURNAME			
FIRST NAME			
ID NO.*			
COUNCIL REG NO.*			
INCOME TAX NO.*			
HIGHEST EDUCATION QUALIFICATION*			
PLACE OBTAINED			
DATE OBTAINED			
RESIDENTIAL ADDRESS			
POSTAL ADDRESS			
TEL NO.			
CELL NO.			
IS CELL PREPAID OR CONTRACT			
FAX NO.			
EMAIL ADDRESS			
VEHICLE REG NO.			
LICENCE CODE*			
INTENDED HOURS OF WORK			
FULLTIME OR PART TIME			
IF INTENDING TO WORK PART TIME STATE START & END TIMES AVAILABLE TO WORK ON THE DAYS INDICATED			
MON		THURS	
TUES		FRI	
WED		SAT	
BANKING DETAILS			
ACCOUNT NAME			
ACCOUNT NUMBER			
BRANCH			
ACCOUNT TYPE			
NEXT OF KIN DETAILS			
RELATIONSHIP TO APPLICANT			
SURNAME			
FIRST NAME			
ADDRESS			
TEL (H)			
TEL (W)			
CELL			

- NOTE: CERTIFIED DOCUMENTS OF THE ASSOCIATED DOCUMENTS MUST ACCOMPANY ALL ITEMS MADE \*

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