BOOYSEN ACCOUNTANTS

Terms & Conditions of Our Services

These terms apply to every quotation, invoice, statement and engagement letter that refers to them. Please read them, in particular the clauses in bold. Those clauses limit our liability, place risks or costs on you, require you to indemnify us, or record your acknowledgement of a fact: clauses 4, 5, 6.4, 6.6, 7.3, 7.4, 8.1, 8.2, 8.3, 10.2, 12.2, 13, 14 and 15.3.

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Standard Terms of Business — Booysen Accountants

1. Who we are and how these terms apply

1.1 “We”, “us” and “the Firm” means Innovative Cloud Corporation (Pty) Ltd, registration number 2024/593269/07, trading as Booysen Accountants, an accounting practice licensed through the Chartered Institute for Business Accountants (CIBA), with offices in Gauteng, KwaZulu-Natal and the Western Cape. “You” and “the Client” means the person, company, close corporation, trust, partnership or organisation that instructs us.

1.2 These Standard Terms of Business govern every professional service we render. They are incorporated by reference into each quotation we issue, each invoice and statement we send, and each engagement letter we sign. Accepting a quotation, paying an invoice or continuing to instruct us after receiving a document that refers to these terms constitutes acceptance of them.

1.3 Where you have signed an engagement letter with us, that letter and these terms are read together. If they conflict, the signed engagement letter prevails for the services it covers. Certain undertakings — for example personal suretyship by directors, or non-solicitation commitments with agreed damages — are only ever created by a signed engagement letter, never by these terms alone.

1.4 The current version of these terms is always published at booysengroup.co.za/terms. We may update them from time to time; the version in force when a quotation is accepted applies to the work under that quotation.

1.5 Statutory information. Innovative Cloud Corporation (Pty) Ltd is a private company registered in South Africa, registration number 2024/593269/07. Its directors are DJ Booysen (Executive Director) and Monique Booysen (Director). Our physical address, which is also our address for the service of legal documents, is Co-Work @ Midstream, Midlands Office Park West, Mount Quray Road, Midstream, 1692; telephone +27 (0)12 740 7703; email info@booysengroup.co.za; website booysengroup.co.za. Our professional bodies are the Chartered Institute for Business Accountants (CIBA), www.saiba.org.za, +27 (0)12 643 1800, saiba@saiba.org.za, and the South African Institute of Professional Accountants (SAIPA), www.saipa.co.za, +27 (0)11 207 7840, clientcare@saipa.co.za. Our registrations are set out in clause 10.1, and each body’s code of professional conduct can be accessed through its website. We send quotations, invoices and statements by email, and you may ask us for copies at any time during the retention period in clause 11.3. We do not take card payments on our website; payment is by EFT or debit order (clause 4.2), and our Privacy Policy explains how we protect personal and payment information. We provide this information under section 43 of the Electronic Communications and Transactions Act 25 of 2002 (ECTA).

2. What we do — and what we do not do

2.1 We render only the professional services described in a quotation you have accepted in writing (including by email or through our online approval tools). No other work is undertaken without a further accepted quotation.

2.2 Where we compile financial statements or other financial information, we do so under the International Standard on Related Services ISRS 4410 (Revised), Compilation Engagements. Agreed-upon procedures are performed under ISRS 4400 (Revised). Financial statements are prepared under IFRS for SMEs or another framework agreed with you.

2.3 No assurance is given under these terms. Compiled financial statements, management accounts, tax computations and returns are prepared from information you provide, without audit or review, and we express no opinion or conclusion on them.

2.4 Independent reviews. DJ Booysen, a director of the Firm, is licensed by the Chartered Institute for Business Accountants (CIBA) to perform independent reviews under ISRE 2400 (Revised) where the Companies Act 71 of 2008 requires or permits one. An independent review is a separate assurance engagement and is undertaken only under a separate, signed ISRE 2400 engagement letter that sets out its scope, responsibilities and the form of the review conclusion. Nothing in these terms creates a review engagement.

2.5 We do not perform statutory audits. Where the Companies Act, a regulator, a funder or your constitution requires an audit, we will tell you and you will need to appoint a registered auditor. We do not conduct forensic or fraud investigations.

2.6 Any service not expressly included in an accepted quotation — including items specifically listed as excluded — is additional work, is quoted separately and does not start until you have approved it.

3. Quotations and fees

3.1 Quotations are valid for 30 days unless stated otherwise and are based on the scope and the information available to us at the time. If the scope changes, or the information turns out to be materially different from what we were told, the fee is subject to review before we continue.

3.2 Our fees are reviewed annually and increase with effect from 1 March each year unless a different date is agreed with you. Cloud subscription fees (Xero, Sage, Hubdoc and similar) are set by the supplier, may change at any time, and are passed on to you at the supplier’s rate.

3.3 Disbursements — CIPC fees, SARS fees, courier costs, third-party searches and similar — are charged at cost in addition to our fees.

3.4 The Firm is not registered for VAT, so our fees do not include VAT. If we register for VAT, VAT at the standard rate will be added from the date of registration, and our quotations and invoices will show the fee excluding VAT, the VAT and the total including VAT, with equal prominence.

4. Payment

4.1 Quotations and invoices are payable in advance. Work does not start until payment is received, unless we have agreed different terms with you in writing. Retainer fees are payable monthly in advance by debit order or EFT on the date stated on the invoice.

4.2 Payments are made by EFT or debit order to the account shown on our invoice. Please use the invoice number as your reference. We will never notify a change of banking details by email alone; if you receive such a notice, phone us on +27 (0)12 740 7703 before paying.

4.3 We may set off any amount you owe us against any amount we hold for you or owe you.

4.4 Cooling-off for individuals who accept online. If you are an individual and you accept a quotation electronically, section 44 of ECTA lets you cancel within seven days of accepting, without reason or penalty, and we will refund any payment within 30 days. Under section 42(2)(d) of ECTA, that right does not apply once services have begun, with your consent, within those seven days. When you accept and pay, you ask us to start straight away; once we begin work, the cooling-off right no longer applies. If you would rather keep it, tell us when you accept, and we will start after the seven days have passed.

4.5 Refunds. Apart from clause 4.4, fees for work already done are not refundable. If you end an engagement before we start, or we cannot complete work you have paid for in advance, we refund the part of your payment that relates to work not done, less disbursements already incurred, within 30 days.

5. Overdue accounts

5.1 Interest at 2% per month, or the maximum rate permitted by the National Credit Act 34 of 2005 if that is lower, accrues on any amount not paid by its due date, calculated daily from the due date to the date of payment.

5.2 Accounts outstanding for 45 days or more may be handed over for collection. To the extent the law allows, you will be liable for all collection and legal costs on the attorney-and-client scale, including tracing fees and collection commission.

5.3 While any amount is overdue we may suspend all services, including bookkeeping, payroll, tax submissions and cloud subscriptions, and we accept no liability for penalties, interest or other consequences that result from the suspension. You will be warned in writing before services are suspended.

5.4 Until your account is settled we may retain our own working papers and work product. Your own source documents and records remain yours and will be returned on request, subject only to any lien permitted by law and our professional codes.

6. Cloud platforms and subscriptions

6.1 We are a Sage Authorised Partner and a Xero partner. Where we procure a Xero, Sage or similar subscription for you, the licence is held in the Firm's name for administrative convenience. The data in the platform belongs to you.

6.2 Your use of those platforms is also subject to the supplier's own terms of use (Xero, Hubdoc, Sage and any other supplier we agree to use), which you accept when you use the platform.

6.3 Subscriptions run month to month and may be cancelled by either party on 30 days' written notice by email.

6.4 On termination of our services and settlement of your account in full, we transfer the subscription or your data to you. From the date of transfer we bear no further responsibility for the integrity, retention or loss of that data.

6.5 Our platform services cover implementation, configuration, training and advisory. We do not provide technical support or maintenance beyond that; ongoing technical support is available from the supplier's own support channels.

6.6 You are responsible for the conduct of your own staff and users within any cloud environment. You indemnify the Firm against loss arising from data corruption, cyber-incidents or sabotage caused by persons you have given access.

7. Timelines and turnaround

7.1 Retainer services (monthly bookkeeping, payroll, VAT and PAYE returns and similar) are delivered against the statutory due dates set by SARS, CIPC and other authorities, provided we have received all the information we need in reasonable time before the deadline.

7.2 Ad hoc projects, such as annual financial statements, tax computations and special assignments, take up to 60 working days from the date we receive complete information, depending on complexity.

7.3 SARS and CIPC registrations and processes can take up to 120 working days to finalise, depending on the authority's own processing times and requirements. We are not responsible for delays caused by SARS, CIPC or any other third party.

7.4 We will request the information we need and send one courtesy reminder. We are not responsible for repeatedly chasing outstanding information, nor for reminding you of statutory deadlines beyond the services you have engaged us for. Late or incomplete information may result in penalties and interest, for which we accept no liability.

8. Your responsibilities

8.1 You are responsible for the accuracy, completeness and timely delivery of all information, documents and explanations you give us, and you confirm that they fairly reflect your financial and tax position.

8.2 You remain responsible for your own compliance with the Income Tax Act 58 of 1962, the Tax Administration Act 28 of 2011, the Value-Added Tax Act 89 of 1991, the Companies Act 71 of 2008, the Close Corporations Act 69 of 1984, the Trust Property Control Act 57 of 1988 and all other legislation that applies to you, including paying any tax that is due. Our work assists you with that compliance; it does not transfer the responsibility to us.

8.3 Where we submit returns or documents on your behalf, we do so on your instruction and on the basis of the information you have given us. Approval of a return, whether by signature, email or through our online approval tools, is your confirmation that it is complete and correct.

8.4 You will tell us promptly of any change in your circumstances, structure, ownership, contact details or banking details that may affect our work.

9. Client acceptance and FICA

9.1 The Firm is an accountable institution under the Financial Intelligence Centre Act 38 of 2001. Before we begin, and periodically afterwards, we must identify and verify you and, where applicable, your directors, trustees, members and beneficial owners. No work starts until our client-acceptance and due-diligence procedures are complete.

9.2 We are required by law to report certain transactions and activities to the Financial Intelligence Centre and may not inform you if we do so.

10. Professional standards

10.1 The Firm holds its practice licence through the Chartered Institute for Business Accountants (CIBA). Its professionals are registered with the South African Institute of Professional Accountants (SAIPA) and CIBA, and DJ Booysen, a director of the Firm, is a SARS-registered tax practitioner under section 240 of the Tax Administration Act 28 of 2011. We are bound by the SAIPA and CIBA codes of professional conduct and by the ethical and continuing-professional-development requirements that go with them.

10.2 Where a professional code or the law requires us to decline, withdraw from or report a matter, we will do so, and that will not be a breach of these terms.

10.3 Where a matter needs a registered auditor, an attorney or a specialist, we will tell you and, if you ask, help you find one. We do not give legal advice.

11. Confidentiality and personal information

11.1 We treat everything you tell us as confidential and disclose it only with your consent or where the law requires.

11.2 We process personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). In most engagements we act as an operator on your behalf and you remain the responsible party for your own clients', employees' and stakeholders' information; for information about you and your representatives, we are the responsible party. When we act as your operator, we process that information only on your instructions, and we will notify you immediately if we have reasonable grounds to believe it has been accessed or acquired by an unauthorised person (sections 20 and 21(2) of POPIA). We apply the security safeguards required by section 19 of POPIA. Our Privacy Policy at booysengroup.co.za/privacy explains what we collect and why.

11.3 Working papers and records are retained for seven years from the end of the engagement to which they relate, or longer where legislation requires, and are then securely destroyed.

11.4 Our staff, contractors and service providers, including the AI tools described in clause 11.5, have access to information only to the extent necessary to deliver the services, and are bound by confidentiality obligations.

11.5 Artificial intelligence. We use AI assistants and AI agents, through business accounts under written data-processing terms, to help us prepare, check and organise our work. A qualified member of our team reviews all AI-assisted work, and the Firm remains responsible for it under these terms. No AI assistant or AI agent sends anything to you, SARS or any third party, or submits a return, without approval by a member of our team. Our AI providers may not use your information to train their models, and we do not use AI assistants or AI agents on health information or on information about children.

11.6 Where we act as your operator (clause 11.2), you authorise us to use the service providers described in our Privacy Policy, including AI tools and providers that process information outside South Africa, under written terms that require confidentiality and the security safeguards in section 19 of POPIA. We transfer personal information outside South Africa only as section 72 of POPIA allows, as described in section 6 of our Privacy Policy.

12. Electronic communications

12.1 We communicate by email, secure client portal, WhatsApp and other electronic means. You consent to that, and to the use of electronic signatures, under the Electronic Communications and Transactions Act 25 of 2002.

12.2 Email is not a secure medium. We are not responsible for interception, delay or loss of electronic communications outside our systems, and we ask you to verify any instruction that concerns payment by telephone.

13. Limitation of liability

13.1 Our total liability to you arising from any service, whether in contract, delict or otherwise, is limited to the fees you actually paid us for the specific service that gave rise to the claim.

13.2 We are not liable for indirect, consequential or special loss, including loss of profit, loss of business, penalties or interest that result from information supplied late or incorrectly, or from decisions you make on the basis of our work without consulting us.

13.3 Our work is prepared for you and your stated purpose. It may not be relied on by any third party, and we accept no liability to anyone other than you.

13.4 Nothing in these terms excludes liability that cannot lawfully be excluded. In particular, nothing in these terms limits our liability for loss caused by our gross negligence, fraud or wilful misconduct.

14. Force majeure

Neither party is liable for failure to perform caused by events beyond its reasonable control, including power and network failures, load-shedding, supplier platform outages, strikes, pandemics, civil unrest or acts of government. Time for performance is extended for the duration of the event.

15. Termination

15.1 Either party may end our engagement on 30 days' written notice. Fees earned to the date of termination remain payable, together with any subscription costs for the notice period.

15.2 We may end the engagement immediately, in writing, if your account remains unpaid after notice, if continuing would place us in breach of a professional or legal obligation, or if we are unable to complete our client-acceptance procedures.

15.3 On termination and settlement of your account in full, we hand over the documents and data in our possession that belong to you, and we cease to be responsible for your statutory filings from that date. Please appoint a replacement practitioner before deadlines fall due.

16. Our people

You agree that, while we act for you and for twelve months afterwards, you will not directly or indirectly solicit or employ any director or employee of the Firm who was materially involved in your work, without our prior written consent. Signed engagement letters may contain a fuller undertaking.

17. Disputes and governing law

17.1 If a dispute arises, we will first try to resolve it by discussion between you and a director of the Firm. If that fails within 30 days, the dispute will be referred to mediation and, failing settlement, to arbitration under the rules of the Arbitration Foundation of Southern Africa (AFSA), in Pretoria, before a single arbitrator.

17.2 Nothing prevents either party from approaching a court for urgent relief, or the Firm from instituting collection proceedings for unpaid fees. If you are a consumer under the Consumer Protection Act 68 of 2008, nothing in this clause limits your right to seek redress in any forum listed in section 69 of that Act.

17.3 These terms are governed by the laws of the Republic of South Africa.

18. General

18.1 These terms, the accepted quotation and any signed engagement letter are the whole agreement between us. No variation binds either party unless it is in writing and accepted by both.

18.2 If any clause is found to be unenforceable, the rest of these terms remain in force.

18.3 A failure by either party to enforce a right is not a waiver of that right.

19. Complaints and contact

We would rather hear about a problem than lose a client over it. Complaints go to a director at info@booysengroup.co.za or +27 (0)12 740 7703, and we respond within five working days. If you remain dissatisfied, SAIPA and CIBA both operate complaints procedures for the conduct of their members.

Innovative Cloud Corporation (Pty) Ltd t/a Booysen Accountants · Reg. No. 2024/593269/07 · Co-Work @ Midstream, Midlands Office Park West, Mount Quray Road, Midstream, 1692 · info@booysengroup.co.za · +27 (0)12 740 7703 · booysengroup.co.za