



TERMS & CONDITIONS OF BETWEEN NEW VENTURES & CLIENT FOR REDUCTION OF CLEARANCE FIGURES / MUNICIPAL DEBT

PREAMBLE:

1. Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms as set out below.
2. These Terms apply to all persons/entities envisioned and/or directly or indirectly benefit from the result of our services.
3. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service or benefit from the results.
4. These Terms and Conditions shall apply to all contracts for our specialised Services rendered and shall prevail over any other documentation or communication from the applicant.

UNDERTAKING BY THE CLIENT AND ATTORNEY:

5. The client/transferring Attorney and/or agent agree to accept all our Terms and conditions of contract as of the date of signature and same is applicable and valid in perpetuity :-
6. The Transferring Attorney is authorised to make an application to the Municipality for the required Clearance figures.

CLIENT OBLIGATIONS:

To enable New Ventures consulting to perform in its obligations the client shall:

7. Consider and Co-operate with all the requirements and may change from time to time and same will be advised in writing.
8. Provide all information to New Ventures in order for New Ventures to conclude the necessary audit, reconciliation, etc., of all the Municipalities accounts of the respective property on the conditions set out hereunder.
9. Client is to inform New Ventures notify and confirm correctness of name, contact details, business details (*where applicable*), fax or e-mail information.
10. Comply with such other requirements such as supporting documents as agreed between the parties such as in the case of Copy of ID, Proof of capacity, Proof of authority where applicable as well disclosure of funds as per the Confirmation of Funds.
11. Comply with all other statutory requirements – particularly in regards to data protection and confidentiality.

**TERMS OF THE AUDIT INVESTIGATION AND REDUCTION OF MUNICIPAL DEBT
I.E FULL AND FINAL SETTLEMENT OF ACCOUNT, SETTLEMENT OF SECTION 118(1) AND
(3) OF THE MUNICIPAL SYSTEMS ACT OF 2000 IN ORDER TO OBTAIN A CLEARANCE
CERTIFICATE**

12. NEW VENTURES mandate is irrevocable and valid indefinitely and in perpetuity and will be active until matter is finalised by way of payment for the service rendered. Under no circumstance may anyone deviate from its obligations to New Ventures.
13. NEW VENTURES is mandated and authorised to act as agent for the purpose of obtaining Clearance Certificate Section 118(1) and concluding the remaining Outstanding Debt Section 118(3) from the Municipality and/or any other Municipal Debt they deem appropriate.
14. Furthermore NEW VENTURES confirm that no other parties can act on behalf of the client and the client and attorney or any other 3rd party irrevocably undertakes not to interact with the Municipality as New Ventures are the only Authorised Agent.
15. The client will abide by to the Authority to Act as required by the Municipality.
16. The client is are aware that a Municipal Clearance Certificate is required in order to register a property at the Deeds office.
17. The Clearance figures and all other information must be provided to New Ventures in order for New Ventures to conclude the necessary audit, reconciliation, payment, etc, of all the Municipalities Clearance figures/accounts on the conditions set out hereunder:
18. The client has made provisions to IMMEDIATELY, pay the Municipalities Revised amounts to New Ventures Trust as well as our Fees upon demand by way of Statement of Account.
19. After New Ventures concludes a full audit/reconciliation with the Municipality New Ventures will notify the Client and/or Transferring Attorney of the outcome. The Municipal amounts and/or New Ventures Fee will be paid immediately only to New Ventures.
20. Agree to pay **the fee** immediately to New Ventures for their services and confirm that the above funds are readily available upon demand. I/we furthermore confirm that no other parties are acting on my/our behalf and irrevocably undertake not to interact with the Municipality as New Ventures are the only Authorised Agent.

If there is no saving New Ventures will conclude all the above work FREE OF CHARGE.