



U-CARE[©]

Fax Applications to
0866-590-148

Donation Membership Plan © - Application

www.u-care.co.za

PLEASE: Only use English - capitals - and a dark pen

P O Box 1516, Pietermaritzburg 3200

Corpclo 2290 cc t/a U_CARE CK 2004/116547/23

MEMBERS DETAILS AND SUBSCRIPTION AMOUNT

DMP NO		Escalation		% per annum
DONATION	R 150	R 250	R 500	Other R
NON Member		Start Month	Y Y M M	
Title		First Names		
Surname				
ID Number			Birth Date	Y Y Y Y M M D D
Postal Address				
Town				Code
Tel Work				
Fax				
e-mail				
Tel Home				
Cell				
Occupation				

INTRODUCING MEMBERS DETAILS

Introducing Members DMP No	7	6	5	0											
Introducing Members Name	P	I	E	T	E	R	P	R	E	T	O	R	I	U	S
Contact Number	0	8	3	4	3	1	5	8	4	1					

BENEFICIARY OF CHOICE

Name															
ID No								Relationship							
Address															
Contact No															
														Code	

By signing this application, I confirm that the plan has been fully explained to me and I accept the terms and conditions as set out in the attached document.

MEMBERS DETAILS AND SUBSCRIPTION AMOUNT

Account Holders Name															
Account Type	Cheque				Transmission				Debitable Savings						
Name of Bank															
Account No															
Branch Name															
Branch Code															
Credit Card															
Type	Visa	Diners	Master	American Express											
Expiry Date				Last three digits on reverse of card											
	M	M	Y	Y											
Credit Card No.															
Choose one Debit Date	1	5	10	15	20	25	31								Amount
	R														
Signature of Account Holder															
Signature of Member (if different from account holder)															
I hereby authorise U-Care to draw against the above bank account, donations payable from time to time. I request my bank to debit my account in terms of this order.															
DATE	Y Y Y Y M M D D														
Preferred Charity Name															
Preferred Charity Telephone Number															

Members Signature														
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1. PARTIES

- 1.1 The parties to this agreement are the U-Care cc ("the company", which administers the U-Care Donation Membership Plan) and
The signatory of the attached U-Care Donation Membership Plan Application Form ("the Member).

2. APPOINTMENT AGREEMENT

- 2.1 The prospective Member must complete, sign and submit the relevant application form for acceptance by the company.
- 2.2 If the Member's application is successful, the company will appoint the Member and the Member must accept such appointment as an independent contractor to the company ("the appointment") on the terms and conditions contained in this agreement (which includes the Company Rules for Members, which terms, conditions and rules may be unilaterally amended in writing from time to time at the discretion of the Company)
- 2.3 A prospective Member must have the necessary legal capacity to enter into this agreement and have a debit bank account.
- 2.4 The duly appointed Member will have the authority to market and promote to the public the company's Donation Membership Plan as the plan is envisaged and determined by the Company from time to time ("the Plan").
- 2.5 The Member is appointed as an independent contractor and nothing in this agreement, whether expressed or implied, is to be construed as meaning that the Member is a consultant or advisor to or an employee, agent or representative of the Company and the Member may not and cannot give himself out as an employee or representative of the Company.
- 2.6 All media enquiries addressed to the Member about the Company must be referred to the Company.

3. MEMBERS RIGHTS AND OBLIGATIONS

- 3/1 The Member shall, at all times, act in accordance with the terms and conditions of the agreement.
- 3.2 The Member must obtain a completed and signed application form provided by the Company ("the application") from each prospective Member.
- 3.3 An application must be accepted by the Company within 30 days of signature thereof whereafter the application becomes invalid.
- 3.4 A Member may advertise provided the Company agrees thereto beforehand and the cost is for his own account.
- 3.5 A Member may use the Company's marketing materials provided these indicate his status as Member.
- 3.6 The Member may not institute legal proceedings against a third party in respect of any claim arising from the Member's appointment as a Member of the Plan, without the prior written consent of the Company.
- 3.7 The Member acknowledges that he is bound by any statutory enactments and regulations applying to the Company business and has an obligation to acquaint himself with these.
- 3.8 As an independent contractor, the Member acknowledges that he is not and will not be entitled to any benefits which accrue to employees, including, but not restricted to redundancy, retrenchment or severance procedures and / or payments.
- 3.9 The Member does not have any authority to bind the Company in any way, including but not restricted to incurring debts and / or obtaining credit facilities, without the prior, written notice of the Company.

- 3.10 The Member has no authority to accept, alter, discharge or waive any terms, conditions or rules of the Plan, on behalf of the Company.
- 3.11 The Member hereby indemnifies and holds the Company harmless against all claims and / or damages and / or expenses of whatever nature, arising from the member's non-compliance or non-observance of the terms of this agreement, whether arising from his negligence, gross negligence or otherwise.
- 3.12 The Member will be paid on a commission basis, according to the rates and conditions set by the Company, which rates the Company has the right to alter and change, solely at its discretion, from time to time.

4 THE DONATION MEMBERSHIP PLAN

- 4.1 The Company has the sole discretion to alter or amend the Plan from time to time without notice to Members although the Company will endeavour to give 1 (one) month's notice of this.
- 4.2 The Company has the sole responsibility for the day-to-day administration and management of its Plan

5. CONFIDENTIALITY AND RESTRAINT

- 5.1 It is specifically recorded that the intellectual property rights in and to the Company's Plan, documentation and marketing methods remain at all times the exclusive property of the Company.
- 5.2 The Member undertakes that, after the termination of his appointment, he may not, whether directly or indirectly, use or disclose or make available to anyone, for any reason, any of the Company's information, including but not restricted to trade secrets, techniques, methods of marketing, operating costs and names of current and potential applicants and Members, without the prior written consent of the Company.

6. BREACH AND TERMINATION

- 6.1 The Company or the Member may, on written notice to the other of not less than 30 (thirty) days, terminate a Members Membership.
- 6.2 If the Member breaches this agreement or should he do anything - or not do something - which the Company believes, in its discretion to be harmful in any way to the Company, and the Member fails to remedy such breach or refrain from doing such conduct or omission within 7 (seven) days of written notice from the Company to do so, the Company has the right to terminate the Member's Membership forthwith, without prejudice to any other rights the Company may have against the Member in connection therewith.
- 6.3 In the event of the Member's appointment being terminated in terms of sub-clause 6.2 above, the Member acknowledges that he will forfeit the right to earn, or receive any payments after the said termination to which he would be entitled but for the termination.
- 6.4 In the event of the Company instituting legal proceeding for a breach of this Agreement or the Rules or for any other reason arising from his Membership against the Member, the Member will be liable for all legal costs on an attorney-own client scale, including collection commission and interest. The parties consent to the Lions River Magistrates Court having jurisdiction over any disputes arising from this agreement.

7. DOMICILIUM

- 7.1 The parties agree that their respective addresses as given on the application form will be each's domicilium citandi et executandi for all purposes. All notices by one party to the other shall be given in writing by prepaid registered post, telegrams, fax or delivered by hand, delivery by post to be deemed to be delivered five days after posting.

7.2 The Member acknowledges that if he breaches sub-clause 8.1 and 8.2 above, the Company has the right, without prejudice to any other rights it may have in law, to enforce the restraint forthwith and / or be entitled to claim damages from the Member.

8. GENERAL PROVISIONS

- 8.1 No alterations, cancellations, variation of or addition to this Agreement is of any force or effect unless reduced to writing and signed by the Company and the Member or their duly authorized representatives.
- 8.2 This document contains the entire Agreement between the Company and the Member and neither is bound by any undertakings, representations, warranties, promises or the like which are not recorded herein.
- 8.3 No indulgence, lenience or extension of time which either the Company or the Member grants or shows to the other, constitutes a waiver of either's rights nor preclude either from exercising any of its / his rights.
- 8.4 The appointment made under this Agreement is personal and the Member may not and cannot cede, assign transfer, alienate or part with in any way any of his rights, obligations and interests so created, without the prior, written consent of the Company.
- 8.5 All references to the male gender will also mean a reference to the female gender.

COMPANY RULES FOR MEMBERS

1. In order to qualify for commission on his first level, and any possible commission from any of his lower levels, a Member must have a minimum of three fully paid up Members (hereinafter referred to as his "principal Members") on his first level, at all times.
2. In order to qualify for commission on his second level, any any possible commission on any of his other lower levels, a Member must have a minimum of one commission earner, (one of his principal Members who has three fully paid up Members on his first level), on his second level, at all times.
3. In order to qualify for commission on his third and fourth levels, a Member must have a minimum of one commission earner on his third level, at all times.
4. Should the minimums for any level fail, the Member will forfeit his commission for that level and all the levels below that level (even if the correct minimums exists on those lower levels), until such time as the minimum criteria is attained for each level.
5. The current commission structure is: Level one (1) - 8%, level two (2) - 16%, level three (3) - 24% and level four (4) - 12%, of the Members monthly donation. These rates may be changed from time to time, at the sole discretion of the Company.
6. Incentive bonuses and prizes will be offered from time to time, by the Company. Some of these bonuses and prizes will be once-off, and others will remain in place as long as the qualifying conditions of the bonus or prizes, in place at the time, are attained. Incentive offers can, from time to time, be altered or withdrawn, at the Company's sole discretion.
7. A Member is only allowed to apply and qualify for one DMP number.
8. A registered Pty. Or Closed Corporation company may become a Member, on condition that none of its shareholders or Members are already Members of the Plan, and on written approval by the Company, after all the relevant details have been received by the Company. A company may only have one DMP number.

10. A Member may cancel his Membership at any time, on 30 (thirty) days written notice to the Company. Once a Member has cancelled his Membership, he will no longer be entitled to any commissions, bonuses or prizes, that may have been due to him. A Member who has duly cancelled his Membership may, with the written permission of the Company, rejoin the Plan 3 (three) months after the cancellation date. He may join as a principal Member under his original Member or another Member, only with the written permission of the Company.
11. In the event that the Member's debit order fails, for whatever reason, that Member will have up to the 12th day of that month, in which to pay the debit which is due. If the debit is not paid within this period, any commissions due to the Member, will be forfeited. If the Member fails to make due payments for two (2) consecutive months, his Membership will be automatically terminated, without notice to the Member.
12. If a Member within a particular network fails to pay an amount he owes to the Company or cancels his Membership, or has his Membership terminated, for whatever reason, (dies etc), the introducing Member and the related commission earners will lose the commission for that Member only. This will not affect any commissions due from the remainder of his network.
13. A Member, on written authority from the Company, which authority shall not be unreasonably withheld is entitled to sell his Membership to another person.
14. Any person is entitled to make donations to the plan without becoming a Member. An administration and commission fee, which will be determined, by the Company, from time to time, will be deducted from the donation and the balance will be transferred to the Company Trust account for distribution to charity. Should this donation be a monthly donation, the individual will qualify for entry into various prize draws offered, from time to time, by the Company.
15. A Member will be paid commission due to him on or before the 20th day of the month, in which his commission becomes due, provided the necessary commission criteria has been attained. Commission will usually be paid by electronic transfer to the Members bank account, from which his monthly debit order is debited. In the event that the Members commission exceeds his monthly donation, the monthly donation shall first be deducted from the commission due and the balance of commission due paid to the Member.
16. Only once the application for Membership is received by the Company and entered into its management system, and confirmation of Membership in writing is dispatched to the applicant, will the applicant be a Member.
17. A voluntary annual escalation of the Members monthly donation is available to all Members.
18. A registered Non-Profit organisation will be entitled to become a Member of the Plan, for the purpose of raising funds for that organisation.
19. A Member, as an independent contractor, is responsible for all taxes, registration for VAT and any other legal requirements, that may become due once he becomes a commission earner of the Plan.
20. The current split of the donation will be maximum of 20% to management and administration, minimum of 20% to the charity trust account and a maximum of 60% to commissions and bonuses.