



Client Registration

A. PERSONAL DETAILS

Full Name:

Surname:

ID/Passport No:

B. OR COMPANY DETAILS

Registered Name:

Registration No:

VAT No:

C. AUTHORISED CONTACT PERSON

Full name:

Surname:

Position in Company:

D. CONTACT INFORMATION

Address:

City:

Post Code:

Province:

Country:

Phone No:

Email:

Please indicate which of our services you will need:

Event Building Other

If you are using a planner/project manager, please complete their details below and request them to register on our site.

Name:

Contact number:

Do you give this planner/project manager authority to authorise payments: Y N

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. The parties to this agreement are: S-Crow (Pty) Ltd ("S-Crow") and the Client named in this registration form (the "Client").

1.2. S-Crow offers a Security of Payment System where all funds are held by S-Crow, at a reputable banking institution and under management of a registered chartered accountant, operating in a similar way to a trust account, and released on pre-determined dates as per the contract between the Client and Suppliers.

1.3. S-Crow is a fair, independent and neutral third party with no financial interest in, or liability for, the underlying contracts.

1.4. The Client confirms that he/she is acting for him/herself.

1.5. These Terms and Conditions govern the S-Crow Security of Payment service provided by S-Crow and set out the terms of our agreement with you (the "Agreement").

1.6. By registering to use our service you are deemed to have read, understood and accepted these Terms and Conditions and they are considered binding.

2. S-CROW SERVICES

2.1. S-Crow is a payment agent, acting on behalf of the Client.

2.2. The Client deposits the security amount (refer to point 7) into the S-Crow account.

2.3. S-Crow will not be held liable or responsible if the funds are deposited into the incorrect bank account should the Client use incorrect bank account details.

2.4. Both the Client and the Suppliers will be notified once S-Crow has verified the receipt of the funds into their Account. Thereafter, the supplier must confirm the services by sending an e-mail to the client.

2.5. Payments to the Supplier will be made on pre-determined dates or as per client's instruction/authorisation. Details of payments to be provided by Client.

2.6. Instruction/authorisation can also be given by a planner/project manager if Client has authorised it.

2.7.1. EVENTS

S-Crow will prepare a contract which includes the calculated security amount (refer to point 7) and details of all payments (including amounts, dates and bank details). This contract needs to be signed by the Client for authorisation of payments included in the contract. Any additional payments will need additional authorisation.

2.7.2. BUILDING AND OTHER

Structured payments as per agreement between parties. The Client is to provide clear authorisation and payment instructions to S-Crow.

2.8. Any balance left at the end of process will be refunded to the Client. This can be transferred to any local South African bank account as instructed by the Client. If the money was originally transferred from offshore and the balance left is more than R10 000, the money can be sent to a foreign bank account for an administration fee of R2 000 (additional information will be needed from the Client for this process).

3. PRE-DETERMINED DATES FOR PAYMENTS

3.1. Events:

3.1.1. Booking fee paid 42 days before event date.

3.1.2. Balance paid 21 days before event date.

3.2. Building and other:

3.2.1. Structured payments as per agreement between parties. Client to provide clear instructions to S-Crow.

4. CANCELLATION POLICIES

4.1. Events:

4.1.1. If the Client cancels, then the following payments will be refunded:

Cancellation	Client	Supplier
90 days or more before event	80%	20%
Between 90 & 60 days before event	60%	40%
Between 60 & 30 days before event	40%	60%
Between 30 & 21 days before event	20%	80%
Less than 21 days before event	0%	100%

4.1.2. If the Supplier cancels, the full amount held by S-Crow for this Supplier will be refunded to the Client. Repayment or retention of any amount already paid to the Supplier as per instructions to S-Crow, will have to be resolved between the Client and Supplier.

The Supplier will be immediately deleted from S-Crow's registered Supplier list.

4.1.3. If Client and Supplier agree on any other repayment or settlement on cancellation, they must both inform S-Crow in writing. Once S-Crow receives both instructions in writing, the payment/s will be made.

This supercedes any other cancellation policy/agreement between supplier and client.



4.2. Building and other:

Cancellation policy as per agreement between parties. Client to provide clear instructions to S-Crow.

5. FEES AND INTEREST

Registration is free of charge.

Our fees are charged per payment and are calculated as a % of the value of the amount paid. Fees are paid by Client.

Minimum charge per transaction payment is R110.

From	To	Percentage
R500,00	R20 000,00	2,00%
R20 001,00	R50 000,00	1,50%
R50 001,00	R100 000,00	1,25%
R100 001,00	R500 000,00	1,00%
R500 001,00	R1 000 000,00	0,75%
R1 000 001,00	R10 000 000,00	0,50%

Once a payment to a supplier is executed, the S-Crow charge for this service is non-refundable.

S-Crow keeps the interest on the Security Amount (refer to point 7) to offset the cost of providing the service. The overall cost of providing the service has been carefully calculated to be funded partly by the transaction fee and partly by the interest that accrues on the Security Amount.

Any additional payments to the original contract will be calculated on the above rates and the Client will be responsible to transfer the additional amount calculated.

6. CHARGES FOR FOREIGN EXCHANGE TRANSACTIONS

6.1. The full cost incurred to transfer money to South Africa is for the Client's account.

7. SECURITY AMOUNT

7.1. After registration, S-Crow will contact you/planner/project manager to obtain all details regarding the Supplier/s and payments.

S-Crow will use this information to calculate the total amount payable and include S-Crow transactions costs. This total amount calculated is called the Security Amount and needs to be transferred to the independent S-Crow bank account.

7.2. The Security Amount or any additional amount transferred to S-Crow should only be transferred to the following bank account. S-Crow has no liability to any Client for any payment made to the incorrect bank account.

Bank: Investec Bank Limited

Bank account name: S-Crow (Pty) Ltd

Bank account number for Foreign Currency Transfers:

1100 33107 6521

Bank account number for ZAR deposits: 5001 7022 852

9. CONFIDENTIALITY

S-Crow undertakes to not disclose any information relating to the Client and the Supplier/s, or the transaction entered into by them, to any person other than as required by law.

10. DISPUTES AND ARBITRATION

If the Client and Supplier do not agree about payment, such a disagreement constitutes a dispute. If a dispute arises, an arbitration process must be followed. The cost involved is for the Client and/or Supplier's account - which should also be determined by the arbitration process.

The decision of the arbitrator is final and may not be appealed. If a dispute is declared, any payment amounts due to the Supplier will be frozen until such time we receive:

a: an arbitration award; or

b: written agreement from the Client and the Supplier that the dispute has been resolved and how payment should be made.

11. SUPPLIERS

S-Crow will list all Suppliers who are registered with them on the S-Crow Registered Supplier List which will be available to all Registers Users.

12. GENERAL

12.1. These terms set out the entire agreement and understanding of the parties on their subject matter and supercede all previous oral and written communications on the same subject matter.

12.2. These terms shall be governed by South African law and are subject to the exclusive jurisdiction of South African courts.

13. DISCLAIMERS, INDEMNITIES AND LIMITS OF LIABILITY

As the user of S-Crow services, you acknowledge and agree that:

S-Crow acts as an independent escrow agent and has no liability to you or to any third party save only to the extent it acts fraudulently.

S-Crow has no liability to you or any other Registered User for failure to provide the Services in accordance with these Terms and Conditions where such failure is due to the act or omission by you or of any Registered User or to any Force Majeure Event.

S-Crow has no liability to you or to any Registered User under any circumstances for any act or omission by any third-party service provider.

S-Crow has no liability to you or any Registered User for any direct credit payment made to the incorrect bank account where you have requested payment be made to a designated bank account and S-Crow has deposited payment in accordance with your instruction.

You hereby expressly and unconditionally release and discharge S-Crow, its shareholders, directors and employees from any damages and consequential loss however such loss or damage may arise from your instruction to make payment/s, be it as a result of the negligence of S-Crow or for any other reason, or from any other circumstance of whatsoever nature.

S-Crow does not represent or warrant that the system will meet the requirements of all prospective Users, or that the service and website will be free of error, or operate without delay or interruption from time to time.

14. PLEASE PROVIDE

- Clear copy of your ID/Passport
- Proof of your residential address not older than 3 months

For a Company:

- Clear copy of company registration documents
- Proof of registered address not older than 3 months
- Proof of authorisation for contact person to act for the company (eg. Board resolution) on a company letterhead
- Clear ID/passport copies of the company directors and contact person

You may be required to provide further documentation.

15. CLIENT ACKNOWLEDGEMENT AND DECLARATION

In relation to the above I/we the undersigned hereby acknowledge that:

I/We agree by my/our signature hereto that I/we have read, understand and agree to be bound by the provisions of this instruction and the terms contained in the S-Crow Terms and Conditions.

Please tick this box to confirm

I/We further confirm that the information provided by me is true and correct and undertake to notify S-Crow should any of the information change.

Please tick this box to confirm

Client name:

Company Authorised Person Name:

Signature of Client or Authorised Person:

Date: