KWIKweb
websites - fast, easy, powerful

76 Paradys Str
Brackenfell
Cape Town

www.kwikweb.co.za

Tel 021 072 0303
Fax 086 508 4303
billing@kwikweb.co.za

VAT No 4260255130

Recruiting Consultant Name:	
Recruiting Consultant Code:	
Date	

CONSULTANCY AGREEMENT, Tax Invoice and Debit Order

Agreement between the new consultant …… (ID No ……), and recruiting consultant (details above) and Kwikwap Mobile CC (Reg No CK08/158406/23) also trading as Kwikweb. The new consultant will hereinafter be called the Consultant. The recruiting consultant and Kwikwap Mobile CC will hereinafter collectively be called The Principals. The Consultant shall not attempt to make any commitments, incur any liabilities or enter into any contracts on behalf of the Principals other than 1) recruiting new Consultants based on this same agreement and 2) signing up customers under the "Website System Agreement".

Kwikwap Mobile CC hereby grants the Consultant the rights to market and install Kwikwap website systems for customers for which the Consultant is allowed to charge anything between R0 and R2,500, once-off. These rights, embodied in an "Consultant code", cost R171 per month (including VAT) plus a R2,500 (incl VAT) once off joining/training fee. The Consultant is also allowed to appoint other Consultants and the recruiting Consultant receives 100% of the joining fee (R2,500), in return the recruiting Consultant must train the new Consultant. The Consultant may train more than one Consultant at a time. The Consultant agrees to always conduct his business in an honest, ethical & professional manner. This agreement shall continue to be in effect for a minimum of three months where after 30 days electronic notice of cancellation can be given by either party. The Principals however retains the right to cancel this agreement with immediate effect if the Consultant allow sites with sexually related content, profanity or otherwise improper sites and if the Consultant does not adhere to the spirit of this agreement or neglect to collect debit orders from customers that paid a set-up fee. The R171 (incl Vat) monthly Consultancy fee may be deducted off from moneys due to the Consultant in terms of this agreement. The monthly commission only accrues to the Consultant once he has signed up 3 paying Consultants and/or clients. The commission only accrues if the Consultant is active, which means his/her net number of clients (and/or Consultants) must increase with at least one per month. The Consultant is only allowed to have five free active demo sites at any given time. a Free demo site may only be live for a maximum of two months.

This Consultancy agreement also entitles the Consultant to earn the following monthly commission from each successful system sale: R40pm for system 1, R49,50pm for system 2, R75pm for system 3, R75pm for system 4, plus a negotiated fee for each Support & Maintenance Contract, as well as R100pm for each successful sub-consultant that the Consultant recruits and trains (these amounts include VAT if the sites and Consultants are in South Africa). The commission only accrues to the Consultant as long as the Consultant is willing and able to support his clients. These amounts are paid out net of bank charges (including clients' and own unpaid transaction fees) and Consultancy fees 7 days after the debit order run. Kwikwap Mobile CC reserves the right to allocate a client to another Consultant if the client submits a valid written complaint/request. The Consultant is responsible that the customer and sub-consultant's bank details are entered correctly in the system and that the Debit Order has been sent to Kwikwap Mobile CC. A "Sale of a website" and the "appointment of a sub-Consultant" is only a successful sale (or appointment) if the debit order was paid, the client, and Kwikwap Mobile CC is satisfied with the website, the Consultant complies with this agreement and if the Debit Order has been sent to Kwikwap Mobile CC. The Consultant is responsible for first line support to his clients or sub-consultants. If the Consultant has any technical or admin queries he should forthwith log these queries in the system where after Kwikwap Mobile CC will assist in due course.

These contract conditions are subject to change by the Principles and a copy of the latest agreement is available in the Consultant's management portal. The Principles undertakes to inform the Consultant via email of any changes and the Consultant is bound by the new conditions. The Principles undertakes to be reasonable when amending the conditions.

Debit Order Authorisation

☐ ABSA ☐ FNB ☐ Nedbank ☐ Standard Bank ☐ Capitec ☐ African Bank ☐ Investec

Account Holder			
Account Number			
Account Type	☐ Current ☐ Savings ☐ Transmission		
Branch name		Branch code	

Physical Address:	
Cell number	
Email address	

I/we (The Customer) hereby request, instruct and authorise you (Kwikwap Mobile CC) and your Consultant, Netcash (Pty)Ltd, to debit my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my account) on the first day of each month with the amount of R171,00 (or any other amount pertaining to this agreement). This agreement commences on the date below. These withdrawals from my/our bank accounts shall be treated as though they had been sigend by me/us.

I/we understand that the withdrawals hereby authorised will be processed by computer through a system known as the BankServe, and also understand that the details of each withdrawal will be printed on my bank statement.

I/we agree to pay any bank charges relating to this debit order instruction. This authority may be cancelled by me/us by giving you thirty days notice in writing, sent by registered post but I/we understand that I/we shall not be entitled to any refund of amounts which you may have withdrawn while this authority was in force if such amounts were legally owing to you. Receipt of this instruction by you shall be regarded as receipt thereof by my/our bank.

Assignment: I/We acknowledge that the party hereby authorized to effect the drawing(s) against my/our account may not cede or assign any of its rights and that I/we may not delegate any of my/our obligations in terms of this contract/authority to any third party without prior written consent of the authorized party.

Signed at ……..…….. this ……..…… day of ……..…….. 20……

……..	……..	……..
Authorised Signature (new consultant)	**Name and Consultant Code**	**Recruiting Consultant**