

MULTI LEGAL SERVICE APPLICATION & AGREEMENT



"SOLVING YOUR LEGAL NEEDS"

ERF 2115, 45 BAHNHOF TREET, INVESTMENTS BUILDING

MONTHLY SERVICE AGREEMENT ENTERED INTO BETWEEN

AND

BUSINESS NAME:.....T/A.....
(REGISTRATION BUSINESS NAME) (TRADE NAME)

BUSINESS REGISTRATION NUMBER.....
(COMPANY REGISTRATION DOCUMENTS ARE REQUIRED)

SIZE OF BUSINESS: MICRO SMALL MEDIUM LARGE INTERNATIONAL

BUSINESS TYPE:.....

BUSINESS PHYSICAL ADDRESS (*domicilium citandi et executandi*).....

BUSINESS REPRESENTED BY/CONTACT PERSON/BUSINESS OWNER/SIGNATORY FULL NAME:.....

SIGNATORY ID NUMBER:..... CONTACT TEL: 1..... 2.....

INDIVIDUAL/FAMILY NAME:.....Employer.....

PHYSICAL ADDRESS (*domicilium citandi et executandi*).....

SIGNATORY ID NUMBER.....

POSTAL ADDRESS:.....Email address:.....

DEP 1:..... ID/DOB..... DEP 2:..... ID/DOB.....

DEP 3:..... ID/DOB.....

MOBILE NO:..... CONTACT TEL: 1..... 2.....

(SELECT SERVICE DURATION)

SERVICE PACKAGE FOR BUSINESS: 36MONTHS 60MONTHS
 SERVICE FEE N\$350.00 (MONTHLY) N\$400.00 (MONTHLY)

(SELECT SERVICE DURATION)

SERVICE PACKAGE FOR INDIVIDUAL: MONTHLY MONTHLY
 SERVICE FEE N\$150.00 N\$249.00

PAYMENT METHOD (SELECT): DEBIT OR STOP ORDER

Due to costs associated with dealing in cash, ONLY debit orders or stop orders are accepted as payment

DEBIT ORDER AUTHORITY AND MANDATE: This signed Authority and Mandate refers to present contract, client herewith consents bank debit order in the amount as chosen above which shall be in force for the duration of this agreement or until cancelled in writing. I authorize Kamuvare Legal Services CC or its agent to collect against my account in terms of this agreement commencing as indicated below.

ACC HOLDER FULL NAME:..... ID:.....

BANK NAME:..... BRANCH NAME:..... Branch Code:.....

ACC NO:..... TYPE OF ACCOUNT:.....

I AUTHORIZE MONTHLY DEBITS ON MY ACCOUNT COMMENCING DATE:..... ACC HOLDER SIGNATURE:.....

Debit Amount: N\$ Debit date (select); 30th 7th 15th 25th of each month.

SERVICE AGREEMENT EFFECTIVE DATE SIGNED AT:.....on thisday of20....., signatory certifies that information herein provided is true and correct and has read and understood the terms and conditions of service which are binding on all parties. This is a binding service agreement; there is a **N\$100.00 signing on fee is ONLY APPLICABLE to the business and payable on signature of agreement**, client has full access to services upon payment of the first premium, on the business upon payment of the signing on fee. Free consultation if you want to see a lawyer OR legal advisor.

TERMS & CONDITIONS ACCEPTED:.....

TERMS & CONDITIONS ACCEPTED:.....

Signature of **CLIENT OR REPRESENTATIVE**

Signature of **KLS REPRESENTATIVE**

FULL NAMES:.....

FULL NAMES:.....

INITIAL HERE: I

INDIVIDUAL AND MULTI BUSINESS LEGAL SERVICE APPLICATION & AGREEMENT / TERMS AND CONDITIONS

PREAMBLE:

INDIVIDUAL AND MULTI BUSINESS LEGAL SERVICES is a product of **KAMUVARE LEGAL SERVICES CC**, a business advisory and Development Corporation with a special focus on direct administrative support services in general. The **Individual and Multi Business Legal Services (IMBLS)** provides a standby service to individuals, small, medium and large corporations with assistance in the development, immigration services, legal advice, compiling of wills, assistance with a lawyer in any related matter be it divorce, criminal, or civil, business registration, debt collection, filing of personal tax returns annually, tax & accounting services, business amendments, drafting of business letters, business proposal, business plans, contracts related to business such as joint venture agreement, advice on insurance matters, Services according to packages are described fully in clause 3 below; these services are offered to **CLIENTS** against a fixed monthly service fee.

1. DEFINITIONS

- 1.1 "Individual and Multi Business Legal Service application and agreement" shall mean the 'Individual and Multi Business Legal Service package terms and condition for access to the service hereto.
- 1.2 "Product or services package" shall mean any such product or such that **KLS** may offer. Products/service may be changed, discontinued or added by **KLS** without prior notification.
- 1.3 "Client" shall mean a person signatory to the agreement or business in whose name is the application.
- 1.4 "Business" shall mean a person in business, sole proprietor, partnership, business trust, close corporation or company registered in terms of the Companies Act of 2004.
- 1.5 "Individual" shall mean a natural person, who is signatory to this agreement.
- 1.6 "**KLS**" shall mean **Kamuvare Legal Services CC**, the legal entity owner and promoter of the Individual and Multi Business Legal Service package.
- 1.7 "Terms and conditions" shall mean the document constituting agreement between **KLS** and the client including the business service application and agreement, the fee structure amended by **KLS**, The IMBLS Subscribers services and any other official document presented by **KLS**.
- 1.1 "Monthly service fee" shall mean cost payment by the client for access to the Individual and Multi Business Legal Service package.

2. **CONFIDENTIAL INFORMATION;** **KLS** acknowledges that by reason of its contractual relationship to client it will have access to certain information concerning Client that are contracted. **KLS** agrees that it will not use in any way for its own account of any third party, nor disclose to any third party, any such confidential information revealed to it in written or tangible form or orally, identified as confidential by client. **KLS** shall take every reasonable precaution to protect the confidentiality of such information through its network of package. This confidentiality clause shall not apply to any information which is or becomes generally known and available in the public domain through no fault of **KLS**. Old client may migrate to the new product by way of completing an intake form at **KLS** office, with new terms and condition.

3. INDIVIDUAL AND MULTI BUSINESS LEGAL SERVICES

- 3.1 Access to administrative business support services from 6am to 6pm 7 days a week via face to face consultation, telephonic, sms or email consultation when in need of services document styled IMBLS Subscriber services which include but not limited to: (Services request shall be attended to within 24 hours from time of submission of service request form.

INDIVIDUAL SERVICE PACKAGE

- Immigration services, legal advice, drafting of wills and trust, estate administration, business registration, helping to file of individual annual tax returns, no up-front fee effective debt collection the client will cede the claim to **KLS** at a rate of 20% for each and every claim. Labour issue advice. Budget analyze, Free consultation for any case with a lawyer or legal advisors. Visa applications, legal document drafting. Advice on domestic violence, assistance on protection orders, application for child custodian ship or guardian.

FAMILY SERVICES PACKAGE

- The family package, in terms of husband and wife, their minor will be covered, and they may choose one dependent beyond the legal age, if an individual opt to these package but unmarried, she/he ,may chose two more people beyond the legal age to be part of the package.

BUSINESS SERVICE PACKAGE

- Sales, marketing, business development consultation's, Tax and Accounting, pay roll system, commercial billing and payment solutions, In the event the business is trading, business amend or conversion, work permits, business visa, visa needed for business partners and employees, business deregistration, vat registration, joint venture agreement, no up-front fee, effective debt collection corporate debt collection the client will cede such debt to **KLS** for rate of 20% of the claim. Tender document preparation. Financial statements, cash flow projection. Budgeting.

General: Client access to services is limited 5 face to face consultations and 10 telephonic or electronic consultations, for instances of services provided by legal advisor. Most of the services client have unlimited services under IMBLS services. Client may access services from **KLS**, agent or partnership service provider as it may notified to the client. Client will access services by visiting offices of partner service provider or agent, by completing a service request form or by calling the helpline provided or emailing provided emails.

4. PAYMENTS

- 4.1 Payments shall be made only via EFT methods; debit orders or stop orders, cash payment will be accepted when EFT not available with a flat rate of N\$30 cash payment fee (no cheque is accepted).

- 4.2 Monthly service fees are due and payable as per service package and duration selected; and all vat inclusive, upon selection of a particular package client will be liable for payment for the entire period cancellation as per clause 6.6 will apply fees are subject to annual increase of 5%.
- 4.3 The fee structure may change without prior notice, fees are payable in advance on a monthly basis on date of payment pre-selected, fees are subject to a 5% annual increase.
- 4.4 Access to debt collection 20% will be deducted on the claim amount handed over, and the client will signed cession agreement with KLS.
- 4.5 Liability for payments due to KLS as a result of this agreement rest with the subscribing client and the signatory representation both will be jointly and severally held for payment.
- 4.6 IMBLS is a stand by Individual Multi business administrative support services and client pays for access to the service package and remains liable for payment for the selected duration of the age irrespective of client having used any of the services available.
- 4.7 A late payment fee in the N\$50.00 will apply for payment made 5 days or later the selected date of payment and the overdue balance shall carry a 2% monthly installment.
- 4.8 Unpaid EFT will be charged as per clause 4.7 and 4.1 in case cash is paid increased with N\$50.00 unpaid penalty to cover bank charges and administrative collection cost.
- 4.9 Outstanding payment due by the client handed over for debt collection and all cost associated with legal processes will be for the account of the client.
- 4.10 **If Client exceeds monthly services allowances, client shall be billed for additional services at the advertised rate of the service provider with a 40% discount, invoice payable to KLS.**

5. TERMINATION

- 5.1 From the effective date of this agreement which is the date of signature, client shall have 5 working days to cancel the agreement without any further obligations
- 5.2 This agreement shall automatically renew on the expiry under the same terms and condition unless cancelled in writing by giving notice 30 days prior to the expiry date of the agreement.
- 5.3 This agreement shall be legal binding and continue in full force and effect unless terminated earlier under the provisions of this agreement
- 5.4 Termination of this service agreement by KLS due to non-payment by client for a period of 3 month does not take away clients fiduciary responsibility towards KLS, outstanding shall be payable and cancellation fees apply as per clause 5.5
- 5.5 In case of cancellation of this agreement for any reason whatsoever by either party, client shall be liable for cancellation fee in the amount of 20% of total remaining payment selected duration of the service agreement which amount shall accrue by 2% monthly from the effective date of cancellation until the date of full payment.
- 5.6 Client consents to application by KLS for default or summary judgment as provided by Magistrate Act.
- 5.7 The signatory to this service agreement shall be jointly and severally held liable for payments due and payable as per present service agreement.

6. MISCELLANEOUS

- 6.1 Any notice required or permitted by this Agreement shall be in writing and either hand delivered, by way of electronic mail, fax or shall be sent by prepaid registered or certified manner, receipt requested, addressed to the other party at the address shown above or at such other address for which such party gives notice hereunder.
- 6.2 The parties may not assign or transfer this agreement or any of its right and obligations under this agreement without the prior written consent of the other party, which shall unreasonably withheld. This agreement shall be binding upon the parties hereto and their successors.
- 6.3 Compliance with law. Client and KLS agree to comply with all laws, regulations and requirements applicable to their businesses. The parties shall have effect at all times agree. Initial term and any renewal Terms of this agreement all licenses, permits and authorization from relevant authorities necessary to the performance of their obligations under this agreement.
- 6.4 Severability, if any provisions of this agreement shall be held invalid, illegal or unenforceable by a competent jurisdiction, the remainder of the agreement shall be enforceable and the parties shall negotiate in good faith and substitute, valid and enforceable provision which most nearly affects the parties' intent in entering into this agreement.
- 6.5 This agreement may not be altered, amended or modified in any way except by a writing signed by both parties. The failure of a party to enforce any provision of the agreement is construed to be a waiver of the right of such party to thereafter enforce that provision or any other provision or right.
- 6.6 Client consents to the application procedure for any summary judgment for fees owed to KLS in accordance with the Magistrate Act.
- 7. **INDEMNIFICATION TO KLS:** Client agrees to indemnify KLS against any all losses, cost, damages or expenses, whatsoever, including counsel fees, which the client may as result of any advice, professional negligence by KLS employees, agents' consultants, representatives or services providers. This provision shall survive and remain in full force after the termination of the termination of agreement.
- 8. **BENEFIT:** The client under the individual service package will have a funeral cover of N\$2000.00; it goes as well for the member of the business entity.
- 9. **ENTIRE AGREEMENT:** This agreement represents and constitutes the entire agreement between the parties, and supersedes and merges all prior negotiation, agreement understanding, oral or written, with respect to any and all matters between KLS and the Client.

TERMS AND CONDITIONS APPLY