

Accreditation, Licensing and Registration

Accreditation



Office:

Enquiries:

Telephone:

Room:

Reference:

Date

Customs Code Number

Client Name
Address

Pretoria Head Office
299 Bronkhorst Street
Nieuw Muckleneuk, 0181
Private Bag X923,
Pretoria , 0001

AGREEMENT

IN TERMS OF RULE 64E.18 TO THE CUSTOMS AND EXCISE ACT, 1964 (ACT NO. 91 OF 1964)

Between the Commissioner of the South African Revenue Service,
an organ of state established in terms of Section 2 of the South African
Revenue Service Act, 1997 (Act No. 34 of 1997)

and

(“the Client”),
accredited under section 64E(2)(B) of the Customs and Excise Act, 1964
(Act No.91 of 1964)

1. PREAMBLE

WHEREAS

_____ (full name of Accredited Client — hereinafter referred to as “the Client”),
herein represented by

_____ (Full names) in
his/her capacity as _____ of the Client, with
address _____ (Physical address of Client), duly
authorised thereto by virtue of -

(a) a resolution passed at a meeting of the Board of Directors held at
_____ on _____ day of _____, 20____;

or

(b) express consent in writing at a meeting of all the partners of a
partnership /members of the close corporation /*trustees of the trust
held at _____ on
_____ day of _____, 20____;

has applied for Level 2 accredited client status under section 64E(2)(B) of
the Customs and Excise Act, 1964, (Act No.91 of 1964)(hereinafter referred
to as “the Act”);

AND WHEREAS the Commissioner has considered the application and
decided to approve the applicant as a Level 2 accredited Client, subject to
compliance with all the terms and conditions of this Agreement;

NOW THEREFORE it is agreed as follows:

2. CLIENT’S DUTIES AND OBLIGATIONS WITH REGARD TO ACCREDITATION

2.1 Client acknowledges as a precondition to being allowed to engage in
the activities regulated by the Act and for which accreditation is
granted that—

- (a) it understands its rights to conduct business as a Client are subject
to compliance with Customs and Excise laws and procedures and
any standards imposed by the Commissioner; and
- (b) it is aware of the civil and criminal regulatory consequences of
non-compliance with such laws and procedures and standards and
the provisions of this Agreement.

2.2 Client is aware of its obligation to advise, and undertakes to advise the Commissioner as required by the provisions of the rules for section 59A or 60 of the Act within 30 calendar days after becoming aware of any non-compliance, as the case may be-

- (a) whenever the Client or any employee of Client –
 - (i) has contravened or failed to comply with the provisions of the Act;
 - (ii) has failed to comply with any condition or requirement to the accreditation level of the Client as stipulated in Rule 64E.13 (Level 2);
 - (iii) is convicted of any offence under the Act; or
 - (iv) is convicted of any offence involving dishonesty; and the client acknowledges the right of the Commissioner to cancel or suspend the accredited client status in accordance with the provisions of section 64E.

- (b) Notwithstanding the terms and conditions of the user agreement which may be entered into by and between Client and the Commissioner under section 101A of the Act, Client undertakes to obtain the prior permission of the Commissioner, whenever, any change in the computer system operated by Client occurs which will result in the -
 - (i) Client utilising a different computer system;
 - (ii) Client changing from using its own computer system to using that of another third party;
 - (iii) Client changing from using another third party computer system to using its own computer system; or
 - (iv) Client contracting the services of an intermediary or a duly authorised agent to conduct customs and excise related business with the Commissioner within the terms and conditions of any agreement and the provisions of the Act and the rules.

2.3 Client specifically agrees that no changes in the administration of transacting business under the Act will be implemented without the prior written approval of the Commissioner.

- 2.4 Client acknowledges that the accredited status under the Act and this Agreement shall lapse and be cancelled if the Client is no longer registered or licensed under any provision of the Act and undertakes to advise the Commissioner forthwith of the occurrence of such fact.
- 2.5 Approval as an accredited client does not exempt Client from complying with the provisions of the Act and Rules and continued accreditation requires due observance of such provisions.
- 2.6 Client acknowledges that consent must be given on form DA 186 to become eligible for benefits relating to mutual recognition arrangements / mutual recognition agreements with other countries and / or recognition as per Memoranda of Understanding with other government agencies.

3. COMPLIANCE WITH CONDITIONS AND AUTHORISATION TO USE UNIQUE AEO LOGO

- 3.1 Upon accreditation a Client is authorised to make use of a unique SARS logo (hereinafter referred to as the “AEO Logo”), identifying the holder as being recognised by SARS as a person with Authorised Economic Operator status.
- 3.2 Subject to clause 3.1 above, SARS grants permission to the Client to use the AEO logo without payment of any royalties fees and only on the following platforms:
 - 3.2.1 The Client’s company specific website;
 - 3.2.2 The Client’s company letter heads;
 - 3.2.3 The Client’s business cards;
 - 3.2.4 The Client’s email signatures;
 - 3.2.5 The Client’s brochures and other marketing materials; and
 - 3.2.6 The Client’s trucks and / or carriers and / or truck trailer.
- 3.3 The Client’s may not cede or transfer its authority to use the AEO logo to any third party.

- 3.4 The AEO logo may not be altered or manipulated in any way by the Client.
- 3.5 The Client is only authorised to use the AEO logo during the AEO validity period. The Client will cease to use the AEO logo on all platforms mentioned in clause 3.2 above within 48 (forty eight) hours after SARS's notification of cancellation or suspension of AEO status to the Client.
- 3.6 The Client indemnifies SARS against any liabilities, losses, damages and costs incurred directly or indirectly arising out of or in connection with the use of the AEO logo.
- 3.7 The Client will not use the AEO logo to mislead the public or which would be detrimental to or inconsistent with the good name, goodwill, reputation or image of SARS.
- 3.8 The Client will not encourage, assist or advise any third party to commit any act prohibited in terms of this Agreement.

4. DOMICILIA CITANDI ET EXECUTANDI

Each Party chooses the addresses set out under its name below as its addresses to which all notices and other communications must be delivered for the purposes of this Agreement and its domicilium citandi et executandi (“domicilium”) at which all documents in legal proceedings in connection with this Agreement must be served.

(a) The Client:

(b) The Commissioner:

5. SIGNATURES

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 20_____.

For the Client (Duly authorised):

(Signature)

(Witness)

(Full names)

(Full names)

THUS DONE AND SIGNED AT _____ ON THIS _____
DAY OF _____ 20_____.

For the Commissioner (Duly authorised):

(Signature)

(Witness)

(Full names)

(Full names)