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Evan Park Johannesburg, 2091

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## Service Agreement

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Between

MMC Tax Services CC  
(Reg. No: 2003/041678/23)

Trading As

Millenium Management Consulting  
[“The Service Provider”]

And

Name: \_\_\_\_\_

[“The Client”]

Effective Date: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Preparation: \_\_\_\_\_

**DESCRIPTION:**

This Agreement outlines the terms and conditions under which Millenium Management Consulting will provide tax consulting compliance, and related financial services to

**DEFINITIONS**

- Agreement means this contract including all annexures and amendments.
- Client / Service Provider means the parties entering into this Agreement.
- Services means the accounting, tax, and advisory services provided.
- Fees means all amounts payable for services rendered.
- Confidential Information means all non-public financial, business, or personal information.
- Applicable Law means the laws of the Republic of South Africa.

**1. PARTIES TO THIS AGREEMENT**

This Agreement is entered into between Millenium Management Consulting and the Client.

**2. APPOINTMENT AND TERM**

- 2.1. The Client appoints the Service Provider to provide accounting, tax, and advisory services.
- 2.2. This Agreement commences on the Effective Date and continues until terminated.
- 2.3. Either party may terminate this Agreement by giving 30 days' written notice.
- 2.4. Either party may terminate immediately if a material breach is not remedied within 30 days.
- 2.5. Upon termination: All outstanding fees become payable, work in progress may be invoiced, and records will be provided subject to legal requirements.

**3. SCOPE OF SERVICES**

- 3.1. Registrations: SARS (Income Tax, VAT, PAYE, UIF, SDL), COIDA and regulatory bodies.
- 3.2. Accounting & Compliance: Financial statements, tax returns, management accounts, compliance support.
- 3.3. Tax & Advisory: Tax planning, compliance reviews, SARS representation.
- 3.4. Additional services and audits are charged separately.
- 3.5. Exclusions: Legal services, disputes, international tax, investment advice.

**4. RECORD RETENTION**

- 4.1. Records retained for minimum five (5) years or as required by law.
- 4.2. Client remains responsible for own records.
- 4.3. Records available upon request subject to payment.
- 4.4. Provider may retain copies.
- 4.5. Records may be destroyed after retention period.

**5. CLIENT OBLIGATIONS**

- 5.1. Client must provide accurate, complete, and timely information.
- 5.2. Client must maintain records and meet deadlines.
- 5.3. Client responsible for compliance, taxes, and penalties.
- 5.4. Provider not liable for client delays or errors.

**6. SERVICE PROVIDER OBLIGATIONS**

- 6.1. Services performed with reasonable care and skill.
- 6.2. Compliance with laws and standards.
- 6.3. Maintain confidentiality.
- 6.4. Advice based on information provided and professional judgement.

**7. LIMITATION OF LIABILITY**

- 7.1. No liability for client errors, delays, or third-party actions.
- 7.2. No liability for indirect or consequential losses.
- 7.3. Liability limited to fees paid in last 12 months or R500,000.
- 7.4. Does not apply to fraud or gross negligence.
- 7.5. Claims must be within 12 months.

**8. CONFIDENTIALITY AND DATA PROTECTION**

8.1. All information provided by the Client shall be treated as confidential and used solely for purposes of fulfilling the obligations under this Agreement.

8.2. The Service Provider shall take all reasonable and appropriate technical and organisational measures to protect personal and financial information against unauthorised access, loss, damage, or unlawful processing.

8.3. The Client hereby consents to the collection, processing, storage, and use of its personal and business information by the Service Provider for purposes related to:

The performance of services under this Agreement

Compliance with legal and regulatory obligations  
Communication with relevant authorities, including SARS  
Internal administrative and operational purposes

8.4. The Service Provider may disclose such information to:

Employees, contractors, and service providers involved in delivering the Services  
Regulatory authorities where required by law  
Third parties where necessary to fulfil obligations under this Agreement

All such disclosures shall be subject to appropriate confidentiality obligations.

8.5. The Client acknowledges its rights under the Protection of Personal Information Act, including the right to:

Access personal information held  
Request correction or deletion of inaccurate information  
Object to processing where applicable

8.6. Personal information shall be retained only for as long as necessary to fulfil the purposes outlined in this Agreement or as required by law.

8.7. Both parties agree to comply with all applicable data protection laws, including the Protection of Personal Information Act (POPIA).

## **9. CONSENT**

- 9.1. Client authorises provider to act on its behalf.
- 9.2. Client consents to data processing and third-party interaction.

## **10. FEES AND BILLING**

- 10.1. Fees payable in advance.
- 10.2. Due on 1st of each month.
- 10.3. Additional services billed separately.
- 10.4. 2% interest on overdue amounts.
- 10.5. Services may be suspended if unpaid.
- 10.6. Fees may be reviewed annually.

## **11. TERMINATION**

- 11.1. 30 days notice or immediate termination for breach.
- 11.2. All fees payable upon termination.
- 11.3. Work in progress invoiced.
- 11.4. Records released after payment.

## **12. CESSION AND ASSIGNMENT**

- 12.1. No transfer without consent.
- 12.2. Exceptions for restructuring or mergers.

## **13. DISPUTE RESOLUTION**

- 13.1. Negotiation, mediation, and then arbitration.
- 13.2. Court action only after these steps unless urgent.

## **14. GENERAL PROVISIONS**

- 14.1. Entire agreement.
- 14.2. Amendments must be in writing.
- 14.3. South African law applies.

**ANNEXURE A:**

**ACCEPTANCE OF AGREEMENT TO ACT AS ACCOUNTANT**

By signing below, the parties confirm their acceptance of the terms and conditions of this Agreement.

For and on behalf of Millenium Management Consulting:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

For and on behalf of the Client:

I, \_\_\_\_\_, having the necessary authority to enter into this contract on behalf of the Client, hereby accept the terms and conditions of this Agreement.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**ANNEXURE B:**

**BANK DEBIT ORDER INSTRUCTION**

MMC TAX SERVICES Reg. No: 2003/041678/23

Name:		Date:	
Address:		Contact Number:	
Commencing:		Debit Amount:	
Bank:		Reference:	

For and on behalf of the Client:

Account holder:		Bank:	
Account type:		Branch Code:	
Branch:		Account number:	
Representative name:		Capacity:	

**BANK DEBIT ORDER AUTHORISATION**

I/We hereby irrevocably authorise **Millenium Management Consulting** (“the Creditor”) to debit my/our nominated bank account in accordance with the terms of the Service Agreement.

**1. PAYMENT INSTRUCTIONS**

- 1.1. Debits may be processed for all amounts due under the Agreement, including fees, interest, penalties, and related charges.  
 1.2. Each debit shall not exceed R \_\_\_\_\_, and total monthly debits shall not exceed R \_\_\_\_\_.

**2. PAYMENT DETAILS**

- Amount: R \_\_\_\_\_ (or such amount as may be due)
  - Frequency:  Monthly  Weekly  Quarterly  Other: \_\_\_\_\_
  - Payment Date: \_\_\_\_\_
  - Commencement Date: \_\_\_\_\_
  - Final Date: \_\_\_\_\_ or until all obligations are settled
- Where variable amounts apply, prior notice will be provided.

**3. PROCESSING**

- 3.1 If the payment date falls on a non-business day, the debit will be processed on the next business day.  
 3.2 Payments are processed via the South African banking system and may take 1–3 business days.  
 3.3 Bank charges may apply and will be for my/our account.

**4. INSUFFICIENT FUNDS**

- 4.1. If sufficient funds are not available, the Creditor may re-present the debit instruction or collect partial payment where applicable.  
 4.2. I/We remain liable for all charges, penalties, and outstanding amounts.  
 4.3. The Creditor may use alternative collection methods where necessary.

**5. VARIATION**

- 5.1. This authority may be amended by written agreement between the parties, including changes to payment amounts, dates, or frequency.

**6. ACCOUNT HOLDER RESPONSIBILITIES**

- 6.1. I/We undertake to notify the Creditor in writing of any changes to banking details or circumstances that may affect payment.

**7. TERMINATION**

- 7.1. This authority may be terminated by:
- 30 days’ written notice by the Client; or
  - Automatic termination upon settlement of all obligations or termination of the Agreement.
- 7.2. Termination does not affect amounts already debited or still owing.

**8. LIABILITY AND CONSENT**

- 8.1. The Bank acts only as a processing agent.  
 8.2. The Creditor is not liable for delays or system failures beyond its control.  
 8.3. I/We indemnify the Creditor against losses arising from incorrect information provided.

**9. DECLARATION**

I/We confirm that:

- I/We are authorised to operate the account
- The information provided is accurate
- I/We have read and understood this authorisation

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**Account Holder Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

## ANNEXURE C:



## S.A.R.S. GENERAL POWER OF ATTORNEY

I, the undersigned \_\_\_\_\_

in my capacity as: (Please circle applicable)

Taxpayer / Vendor / Representative Taxpayer / Employer / (Other) \_\_\_\_\_

of \_\_\_\_\_ (Company Name)

Registration Number: \_\_\_\_\_

Income Tax Reference number: \_\_\_\_\_

VAT Reference number: \_\_\_\_\_

PAYE Reference number: \_\_\_\_\_

hereby nominate and appoint **Zunaid Kassim Goga of Millenium Management Consulting** to be my representative with FULL power and authority to act on my behalf in respect to my tax affairs, and in my name and on my behalf to make any enquiries or to complete or sign the necessary returns or other documents regarding my tax affairs. This includes submissions of returns done on e-filing.

This power of attorney does not apply to:

The lodging of any objection by me against any assessment, appeal to the Tax Board or Court or participation in the alternative dispute resolution in terms of the rules applicable to the dispute resolution process, which process requires a separate power of attorney contemplated in rule 4(d) (ii) of the rules issued in terms of section 107A of the Income Tax Act of 1962.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature: \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_ Full Name: \_\_\_\_\_

2. \_\_\_\_\_ Full Name: \_\_\_\_\_

**ANNEXURE D:****CLIENT CONSENT TO OBTAIN INFORMATION**

I, \_\_\_\_\_, (Full Name and I.D. Number) in my personal capacity or, where applicable, in a representative capacity for and on behalf of \_\_\_\_\_ (Company Name)

Acknowledge the following:

1. Sound and proper financial advice can only be provided with full disclosure of relevant information.
2. I/We authorise Millenium Management Consulting to obtain information relating to appropriate personal, including private, information for the purposes of determining and advising on my/our financial situation and financial product experience and objectives.
3. My/our interests shall be best served if that information is made available to authorised financial service providers with a legitimate interest in receiving such information for those purposes.

I/we accordingly confirm, for the purposes of providing the said sound and proper financial advice to me/us, that full permission and authority is granted to:

Mr. Zunaïd Kassim Goga of Millenium Management Consulting and any of its employees, partners, directors or contractors, to obtain any and all such information via The Financial Services Exchange (Pty) Ltd, trading as Astute, or any other relevant institution providing a mechanism for the transmission of such information:

1. Cipro Check
2. Credit Check
3. Deeds Office Check
4. Vehicle Check
5. Astute Check

I/we consent to the sharing of my information with authorised financial service providers who have a legitimate business need for such information in connection with providing financial services to me.

I/we herewith give consent for any entity possessing such information to release such information to the said Authorised User via Astute, and I/we confirm that such Authorised User shall be acting on my/our behalf or in my/our interest and I/we waive any right to privacy only for the purposes as stated above.

I/we further acknowledge that this consent to obtain information on my behalf will remain effective until cancelled by me/us in writing.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Signature: \_\_\_\_\_

## ANNEXURE E:

## BUSINESS INFORMATION FORM

<b>Business Details:</b>	
Name of Business:	
Trade Name:	
Date Registered:	
Date Business Commenced:	
Company Reg. Number:	
Income Tax Reg. Number:	
VAT Reg. Number:	
PAYE Reg. Number:	
SDL Reg. Number:	
UIF Number:	
Workmen's Comp. Reference:	
Customs Reg. Number (if applicable):	
Customs Code (if applicable):	
Customs Type (if applicable):	

<b>Contact Details:</b>	
Physical Address:	
Postal Address:	
Telephone Number:	
Fax Number:	
Email Address:	
Website:	

<b>Banking Details:</b>	
Current Bank:	
Branch:	
Account Number:	
Date Account Opened:	
Previous Bank (if applicable):	
Previous Account Number:	
Date Previous Account Opened:	

<b>Business Operations</b>	
Description of Principal Business Activity:	
Description of Ancillary Activities:	
Estimated Annual Turnover:	R
Average Monthly Salary & Wages Bill:	R
Main Suppliers:	
Main Customers:	
Gross Profit / Mark-up Percentage:	
Import/Export Activities (if any):	

<b>Members/Directors Details</b>	
Full Name:	
ID Number:	
Contact Number:	
Email Address:	
Ownership:	

Full Name:	
ID Number:	
Contact Number:	
Email Address:	
Ownership:	

Full Name:	
ID Number:	
Contact Number:	
Email Address:	
Ownership:	

Last Filings Completed	
Last Annual Financial Statements:	
Last Income Tax Return Submitted:	
Last VAT Return Submitted:	
Last PAYE/UIF/SDL Return Submitted:	
Last CIPC Annual Return:	

**Payroll Setup**

Date of First Payroll: \_\_\_\_\_  
 Trade Classification: \_\_\_\_\_  
 SARS Industry Category: \_\_\_\_\_  
 SARS SIC Code: \_\_\_\_\_

**Employer Contact Details**

Full Name: \_\_\_\_\_  
 Telephone (Work): \_\_\_\_\_  
 Telephone (Home): \_\_\_\_\_  
 Cell: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Payslip Email Address: \_\_\_\_\_

**Employee Information**

Number of Employees: \_\_\_\_\_

**Payment Structure**

Payment Frequency:  
 Weekly  Fortnightly  Monthly  
 Payment Date(s): \_\_\_\_\_

**Employee Benefits & Leave**

Number of Annual Leave Days: \_\_\_\_\_

**Additional Deductions**

(Provide details and references where applicable)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Work Schedule & Compliance**

Work Schedule Details:

**Industrial Council (if applicable):**

Name: \_\_\_\_\_  
 Levy Number: \_\_\_\_\_

**Statutory Registrations**

Would you like us to register employees for:

**Registration Yes No**

UIF    
 COIDA

**VAT INFORMATION**

*(This section captures VAT-specific information required for compliance)*

Nature of Business (Principal Activity)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**VAT Registration Details**

VAT Method:  
 Invoice Basis  Payments Basis  
 VAT Period:  
 Monthly  Even Months  Odd Months

**Additional VAT Information**

Please indicate if applicable:

<b>Item</b>	<b>Yes</b>	<b>No</b>
Import / Export Activities	<input type="checkbox"/>	<input type="checkbox"/>
Property Trading	<input type="checkbox"/>	<input type="checkbox"/>
Customer/Supplier Accounts	<input type="checkbox"/>	<input type="checkbox"/>
Cash Payments to Suppliers	<input type="checkbox"/>	<input type="checkbox"/>

**ADDITIONAL INFORMATION**

Have members ceded any loans to a supplier/bank/other institution?  Yes  No If yes, please provide details:

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Does the enterprise have any contingent liabilities?  Yes  No If yes, please provide details:

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Are there any pending legal actions against the business?  Yes  No If yes, please provide details:

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I confirm that the information provided in this form is accurate and complete to the best of my knowledge.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_