

# CareCard - Basket Application Form



Please tick the basket of your choice and the number of extra "School Accidental Cover" required, if applicable (max of three children per "Star Basket" and max of extra two children per "Diamond Basket")

CC No:

Fax to 086 654 9745 or email to [ivanr@iburst.co.za](mailto:ivanr@iburst.co.za)

3 Star Basket R350 pm  
 2 Star Basket R275 pm  
 1 Star Basket R190 pm  
 Diamond School Basket Senior R125 pm or Junior R120 pm

Extra School Cover per child - (Max 3 per "Star Basket" and 2 per "Diamond Basket")  
 Senior at R25 pm each     Junior at R20 pm each

## INTRODUCING CCA's DETAILS

Introducing CCA's No																				
Introducing CCA's Name																				
Contact Number																				

## PRINCIPALS DETAILS

Title																				
First Names																				
Surname																				
SA ID No.																				
Birth Date																				
Postal Address																				
Town																				
Code																				
Tel Work																				
Tel Home																				
Fax																				
Cell																				
e-mail																				
Occupation																				

IF YOU HAVE TICKED A 2 OR 3 STAR OR DIAMOND BASKET THE FOLLOWING INFORMATION IS REQUIRED: SPOUSES NAME AND ID. CHILDREN'S NAMES AND BIRTH DATES AND IF ON SCHOOL COVER, WHETHER SENIOR OR JUNIOR COVER

Spouses Name																				
ID Number																				

Senior or Junior Cover and Children's Full Names										Birth Date										
1	S																			
	J																			
2	S																			
	J																			
3	S																			
	J																			

## PRINCIPALS BENEFICIARY OF CHOICE

Name																				
ID No																				
Relationship																				

## PRINCIPALS BANKING DETAILS AND AUTHORISATION

Account Holders Name																				
Account Type																				
Cheque																				
Debitable Savings																				
Name of Bank																				
Account No																				
Branch Name																				
Branch Code																				

Authorisation for monthly debit order

Monthly Basket payment >  
 Extra Senior Cover (R25 each) >  
 Extra Junior Cover (R20 each) >  
**Total Monthly Debit Order**

Monthly debit orders will be processed on the last working day of each month

I hereby authorise CareCard to draw against the above bank account, the amount indicated above, on a monthly basis, until further notice from myself, this payment being in respect of the basket of services selected opposite. I request my bank to debit my account in terms of this order.

Signature of Account Holder

Signature of Principal

(if different from account holder)

I would like to be a CCA

By signing here I confirm that I have seen an official CareCard Basket presentation and, if I have ticked the CCA box above, I confirm the details of CareCard and the compensation plan, have been fully explained to me. The cover contained in my selected basket has been fully explained to me and I have read and I understand the terms and conditions, as set out in the attached document for the said cover. I have read and understand the official warning attached.

Signature

Date of Signature  \*\* Bonus start date

Charity of Choice

Interim Charity of Choice - Ref Number



# AGREEMENT



Member's Name

Introducer's Name

Introducer's Tel No:

## 1. PARTIES

- 1.1 The parties to this agreement are the CareCard cc ("the company", which administers the CareCard Membership Plan) and The signatory of the attached CareCard Application Form ("the Member").

## 2. APPOINTMENT AGREEMENT

- 2.1 The prospective Member must complete, sign and submit the relevant application form for acceptance by the company.
- 2.2 If the Member's application is successful, the company will appoint the Member and the Member must accept such appointment as an independent contractor to the company ("the appointment") on the terms and conditions contained in this agreement (which includes the Company Rules for Members, which terms, conditions and rules may be unilaterally amended in writing from time to time at the discretion of the Company)
- 2.3 A prospective Member must have the necessary legal capacity to enter into this agreement and have a debitible South African bank account.
- 2.4 The duly appointed Member will have the authority to market and promote to the public the company's Donation Membership Plan as the plan is envisaged and determined by the Company from time to time ("the Plan").
- 2.5 The Member is appointed as an independent contractor and nothing in this agreement, whether expressed or implied, is to be construed as meaning that the Member is a consultant or advisor to or an employee, agent or representative of the Company and the Member may not and cannot give himself out as an employee or representative of the Company.
- 2.6 All media enquiries addressed to the Member about the Company must be referred to the Company.

## 3. MEMBERS RIGHTS AND OBLIGATIONS

- 3/1 The Member shall, at all times, act in accordance with the terms and conditions of the agreement.
- 3.2 The Member must obtain a completed and signed application form provided by the Company ("the application") from each prospective Member.
- 3.3 An application must be accepted by the Company within 30 days of signature thereof whereafter the application becomes invalid.
- 3.4 A Member may advertise provided the Company agrees thereto beforehand and the cost is for his own account.
- 3.5 A Member may use the Company's marketing materials provided these indicate his status as Member.
- 3.6 The Member may not institute legal proceedings against a third party in respect of any claim arising from the Member's appointment as a Member of the Plan, without the prior written consent of the Company.
- 3.7 The Member acknowledges that he is bound by any statutory enactments and regulations applying to the Company business and has an obligation to acquaint himself with these.
- 3.8 As an independent contractor, the Member acknowledges that he is not and will not be entitled to any benefits which accrue to employees, including, but not restricted to redundancy, retrenchment or severance procedures and / or payments.
- 3.9 The Member does not have any authority to bind the Company in any way, including but not restricted to incurring debts and / or obtaining credit facilities, without the prior, written notice of the Company.
- 3.10 The Member has no authority to accept, alter, discharge or waive any terms, conditions or rules of the Plan, on behalf of the Company.
- 3.11 The Member hereby indemnifies and holds the Company harmless against all claims and / or damages and / or expenses of whatever nature, arising from the member's non-compliance or non-observance of the terms of this agreement, whether arising from his negligence, gross negligence or otherwise.

- 3.12 The Member will be paid on a commission basis, according to the rates and conditions set by the Company, which rates the Company has the right to alter and change, solely at its discretion, from time to time.

## 4 THE DONATION MEMBERSHIP PLAN

- 4.1 The Company has the sole discretion to alter or amend the Plan from time to time without notice to Members although the Company will endeavour to give 1 (one) month's notice of this.
- 4.2 The Company has the sole responsibility for the day-to-day administration and management of its Plan

## 5. CONFIDENTIALITY, RESTRAINT AND CODE OF CONDUCT

- 5.1 It is specifically recorded that the intellectual property rights in and to the Company's Plan, documentation and marketing methods remain at all times the exclusive property of the Company.
- 5.2 The Member undertakes that, after the termination of his appointment, he may not, whether directly or indirectly, use or disclose or make available to anyone, for any reason, any of the Company's information, including but not restricted to trade secrets, techniques, methods of marketing, operating costs and names of current and potential applicants and Members, without the prior written consent of the Company.
- 5.3 No member may solicit any other product or business opportunity at any official CareCard presentation or meeting.

## 6. BREACH AND TERMINATION

- 6.1 A new Member has 30 days from signing the application form to cancel their application in writing to the Company. Should a payment have been made during this cooling off period, the full amount will be refunded. After 30 days from signing the application, clause 6.2 below applies.
- 6.2 If the Member breaches this agreement or should he do anything - or not do something - which the Company believes, in its discretion to be harmful in any way to the Company, and the Member fails to remedy such breach or refrain from doing such conduct or omission within 7 (seven) days of written notice from the Company to do so, the Company has the right to terminate the Member's Membership forthwith, without prejudice to any other rights the Company may have against the Member in connection therewith.
- 6.3 In the event of the Member's appointment being terminated in terms of sub-clause 6.2 above, the Member acknowledges that he will forfeit the right to earn, or receive any payments after the said termination to which he would be entitled but for the termination.
- 6.4 In the event of the Company instituting legal proceeding for a breach of this Agreement or the Rules or for any other reason arising from his Membership against the Member, the Member will be liable for all legal costs on an attorney-own client scale, including collection commission and interest. The parties consent to the Lions River Magistrates Court having jurisdiction over any disputes arising from this agreement.

## 7. DOMICILIUM

- 7.1 The parties agree that their respective addresses as given on the application form will be each's *domicilium citandi et executandi* for all purposes. All notices by one party to the other shall be given in writing by prepaid registered post, telegrams, fax or delivered by hand, delivery by post to be deemed to be delivered five days after posting.
- 7.2 The Member acknowledges that if he breaches any of clause 5, the Company has the right, without prejudice to any other rights it may have in law, to enforce the restraint forthwith and / or be entitled to claim damages from the Member.

## 8. GENERAL PROVISIONS

- 8.1 No alterations, cancellations, variation of or addition to this Agreement is of any force or effect unless reduced to writing and signed by the Company and the Member or their duly authorized representatives.
- 8.2 This document contains the entire Agreement between the Company and the Member and neither is bound by any undertakings, representations, warranties, promises or the like which are not recorded herein.
- 8.3 No indulgence, lenience or extension of time which either the Company or the Member grants or shows to the other, constitutes a waiver of either's rights nor preclude either from exercising any of its/his rights.
- 8.4 The appointment made under this Agreement is personal and the Member may not and cannot cede, assign transfer, alienate or part with in any way any of his rights, obligations and interests so created, without the prior, written consent of the Company.
- 8.5 All references to the male gender will also mean a reference to the female gender.

## COMPANY RULES FOR MEMBERS

1. In order to qualify for commission on his first level, and any possible commission from any of his lower levels, a Member must be fully paid up and have a minimum of three fully paid up Members on his first level, at all times.
2. In order to qualify for commission on his second level, any any possible commission on any of his other lower levels, a Member must have a minimum of one commission earner on his first level at all times.
3. In order to qualify for commission on his third and fourth levels, a Member must have a minimum of one commission earner on his second and third levels.
4. Should the minimums for any level fail, the Member will forfeit his commission for that level and all the levels below that level (even if the correct minimums exists on those lower levels), until such time as the minimum criteria is attained for each level.
5. The current commission structure is: Level one (1) - 8%, level two (2) - 16%, level three (3) - 24% and level four (4) - 12%, of the Members monthly donation. These rates may be changed from time to time, at the sole discretion of the Company.
- 6.1 Incentive bonuses and prizes will be offered from time to time, by the Company. Some of these bonuses and prizes will be once-off, and others will remain in place as long as the qualifying conditions of the bonus or prizes, in place at the time, are attained. Incentive offers can, from time to time, be altered or withdrawn, at the Company's sole discretion.
- 6.2 Should a member's actions indicate that they are no longer supportive of the business and/or they actively discredit the business, clause 6 - "Breach and Termination" may be enforced or the Company at its sole discretion, may cancel some or all bonuses and rewards that the member may be due."
7. A Member is only allowed to apply and qualify for one DMP number.
8. A registered Pty. Or Closed Corporation company may become a Member, on condition that none of its shareholders or Members are already Members of the Plan, and on written approval by the Company, after all the relevant details have been received by the Company. A company may only have one DMP number.
9. A Member may apply in writing to the Company to change his introducing Member to another Member, on condition that he has not introduced any Members himself, and that his introducing Member has been notified in writing, by both parties (the Member and the Company). The permission to change is at the sole discretion of the Company.
10. A Member may cancel his Membership at any time, on 30 (thirty) days written notice to the Company. Once a Member has cancelled his Membership, he will no longer be entitled to any commissions, bonuses or prizes, that may have been due to him. A Member who has duly cancelled his Membership may, with the written permission of the Company, rejoin the Plan 3 (three) months after the cancellation date. He may join as a principal Member under his original Member or another Member, only with the written permission of the Company.

11. In the event that the Member's debit order fails, for whatever reason, that Member will have up to the 12th day of that month, in which to pay the debit which is due. If the debit is not paid within this period, any commissions due to the Member, will be forfeited. If the Member fails to make due payments for two (2) consecutive months, his Membership will be automatically terminated, without notice to the Member.
12. If a Member within a particular network fails to pay an amount he owes to the Company or cancels his Membership, or has his Membership terminated, for whatever reason, (dies etc), the introducing Member and the related commission earners will lose the commission for that Member only. This will not affect any commissions due from the remainder of his network.
13. A Member, on written authority from the Company, which authority shall not be unreasonably withheld is entitled to sell his Membership to another person.
14. A Member will be paid commission due to him on or about the 20th day of the month in which his commission becomes due, provided the necessary commission criteria has been attained. Commission will usually be paid by electronic transfer to the Member's bank account, from which his monthly debit order is debited. In the event that the Member's commission exceeds his monthly contribution, the monthly contribution shall first be deducted from the commission due and the balance of commission due paid to the Member.
15. Any queries with respect to commission, debit orders, bonuses and the payment thereof must be made within 60 days of the date of the relevant transaction. No adjustments or refunds to the above will be considered after this 60 day period.
16. Only once the application for Membership is received by the Company and entered into its management system, and confirmation of Membership in writing is dispatched to the applicant, will the applicant be a Member.
17. A voluntary annual escalation of the Members monthly donation is available to all Members.
18. A registered Non-Profit organisation will be entitled to become a Member of the Plan, for the purpose of raising funds for that organisation.
19. A Member, as an independent contractor, is responsible for all taxes, registration for VAT and any other legal requirements, that may become due once he becomes a commission earner of the Plan.
20. The current split of the donation will be maximum of 20% to management and administration, minimum of 20% to the charity trust account and a maximum of 60% to commissions and bonuses.

### Official Warning

CareCard is committed to the highest ethical standards, including awareness of the strict compliance with applicable laws. South African law does not prescribe a formal warning: the following, which is adapted from the compulsory warning under UK law reflects the letter and spirit of our law:

1. It is illegal for a promotor or a participant to persuade anyone to make a payment by promising benefits from getting others to join a scheme.
2. Do not be misled by claims that high earnings are easily achieved.
3. If you sign this contract, you have thirty days in which to cancel and get your money back, thereafter thirty days written notice.

(Trading Schemes Regulations, 1997, UK)

Success is more likely for people who learn communication and marketing skills through professional training and reading.