

CLIENT TERMS AND CONDITIONS

At Labour Dynamix (Pty) Ltd, we know how stressful UIF applications can feel, and our goal is to make the process easier, clearer, and have peace of mind that your claim is in capable hands.

We're a registered labour company with the CIPC and registered Labour Practitioners with the Department of Employment and Labour — We are in no shape or form affiliated with the Department of Labour we operate independently as UIF Specialists.

Our once-off fee covers the time, guidance, expertise and professional consultation aimed at identifying and rectifying any issues that could cause a claim to be rejected, delayed, or stuck in limbo — before submission. We do not charge for the processing or submission of your UIF claim, and we have no influence over the outcome.

All UIF payments are handled directly by the Department of Employment and Labour and go straight into your personal bank account.

PLEASE NOTE: The once off Administration and Consultation Fee is immediately payable **UPFRONT**. Thus, meaning that before we will consult or begin with the procedure of any consultation or administration, we would first require that the **FULL** amount as agreed upon be deposited and/or paid directly into our Business Bank Account and that the proof of payment be emailed to us at accounts@labourdynamix.co.za

Our consultation fees are available on request. Clients can contact one of our UIF Specialists directly for fee information and verified banking details.

Our commitment to transparency ensures that clients understand exactly what they're paying for before proceeding. We take pride in offering clear, honest guidance throughout the UIF claims process.

Kindly first ensure that you are in fact eligible to claim Unemployment benefits.

- Note that you cannot claim UIF benefits if any of the below applies to you:
- If you have not been contributing to UIF.
- If you are the Sole Proprietor of a company.
- If you still receive 100% of your salary whilst on reduced working hours, maternity leave, illness, and adoption benefits leave.
- If you do not have a valid South African barcoded ID and/or using a different ID than Home Affairs Records.
- If you are employed by the South African Government.
- If you resigned or left without notice (except for constructive dismissal with a CCMA Code)
- If you are still receiving TERS, if your employer is still receiving TERS on your behalf, or if your employer has failed to remove you from the TERS portal.
- If you have resumed employment
- The reason for termination is Mutual Separation
- If you have been found guilty of fraud, you may not be eligible for UIF Benefits

Julandie Swart – CEO & HR Business Partner
Jacqueline Carroll – Head of Legal

info@labourdynamix.co.za
legal@labourdynamix.co.za
www.labourdynamix.co.za

PLEASE PROVIDE US WITH YOUR REQUIRED INFORMATION BELOW:

Full Name/s and Surname as per ID Document: _____

ID No: _____ Tel No: _____

Physical Address: _____

Email address: _____ Reason for Termination: _____

UFILING

If you are already registered on UFiling, please provide us with the following details:

USERNAME: _____ PASSWORD: _____

We understand the daunting process of claiming UIF and the uncertainty regarding how to proceed, whether all your supporting documents are correct, and whether your claim will be approved. The Labour Dynamix team of UIF Specialists is committed to supporting our clients throughout this process.

Labour Dynamix (PTY) Ltd.'s services include but are not limited to:

- We will Consult with you and provide an administration service to you.
- We will provide you with the forms that you require for your claim as well as a detailed set of instructions on how to complete such forms or you can download the required documents from Department of Labour website, contact the Department of Labour toll free number or download from Labour Dynamix (PTY) Ltd website (**we do not ask a fee for anyone to download any documents from our website www.labourdynamix.co.za.**)
- We will help you by filling out the forms should you need any assistance. **We do not ask for a fee for this.**
- We will submit / register your claim with the Department of Labour on your behalf. **(Labour Dynamix (PTY) Ltd does not charge any fee for this.)**
- We will review all the forms which you have completed and check and confirm that there are no errors and / or any omissions to avoid any unnecessary delays with the submission thereof. **(This is a courtesy service to our clients)**
- Before we submit your claim, we will consult with you and provide you with written feedback if any possibility exists that your claim may be rejected for any reason and advise you accordingly.
- We will respond to your concerns or queries if / and when they arise for the duration of your claim's process.
- We will assist you with the best of our ability with any technical and /or legal issues which may arise as a direct result of your claim having been filed.

- We will create an online UFiling Profile for you on your behalf should you not already have one (**this service is a courtesy to our clients**)
- Due to the UFiling shutdown last year, and with the system coming back online, to ensure that our clients' UIF claims processes are smooth, we have adapted our services accordingly.

Consultation Services for Claiming Unemployment Benefits

- Initial Consultation:
- Assess the client's eligibility for unemployment benefits based on the information provided by the client and reasons for unemployment.
- Discuss the client's specific situation to identify any unique circumstances that may affect their claim.

Documentation Review:

- Provide guidance on the necessary supporting documents required for a successful claim (e.g., ID, proof of employment, termination letters).
- Review all documentation to ensure completeness and accuracy before submission.

Claim Preparation:

- Assistance with Application Completion:
- This process is a courtesy service to our clients, and Labour Dynamix (PTY) Ltd does not charge any fee for this service.
- Creating a UFiling profile is a crucial step in the process of claiming unemployment benefits.
- Give clear instructions for completing the unemployment benefits application correctly.
- Offer insights into how to present information that aligns with the Department of Labour's requirements.

Feedback and Recommendations:

- Recommend specific steps to rectify any issues or discrepancies that may lead to delays or rejection.

Employer Communication:

- Facilitate communication on behalf of the client with their employer to ensure that all employee records are accurately updated, and any necessary supporting documents are corrected. This will help in aligning the records with the Department of Labour's requirements and enhance the chances of a smooth and successful claim process.

Submission Guidance:

- Labour Dynamix (PTY) Ltd will register the client's profile and submit the client's supporting documentation on the new website UIFOnline (**this is a courtesy service to our clients**)
- Instruct clients on the submission process, including how to submit claims directly to the Department of Labour.
- Registration as a Work seeker on SASSA website – Compulsory
- Registration on Dweb

Issue Resolution:

- Provide strategies for addressing potential problems, such as disputes or complications during the claims process.
- Offer advice on appealing decisions if a claim is initially rejected.

Educational Resources:

- Supply clients with informational materials on unemployment benefits, including frequently asked questions and tips for a successful claim.
- conduct individual consultation sessions to inform clients about their rights and the claims process.

Limitations

- Please note that while we will assist with the tasks outlined above, the submission process may be affected by ongoing system issues with Ufiling. As such, we cannot guarantee the successful submission of claims through Ufiling.
- We will support our clients through this process to make it as easy as possible. Our dedicated team is committed to providing comprehensive assistance, ensuring that every step of the unemployment claims journey is met with clarity and confidence.

LABOUR DYNAMIX (PTY) LTD's TEAM OF SPECIALISTS IS COMMITTED TO PROVIDING YOU WITH A PROFESSIONAL CONSULTATION AND ADMINISTRATION SERVICE TO ENSURE YOU APPLY SUCCESSFULLY FOR YOUR UIF CLAIM.

PLEASE FURTHER NOTE THE FOLLOWING:

- Labour Dynamix (PTY) Ltd.'s UIF Specialists will not submit any claim unless all the necessary required documentation has been submitted and returned to Labour Dynamix (PTY) Ltd as per the requirements of the Department of Labour.
- Labour Dynamix (PTY) Ltd will assist applicants if / and when necessary, by contacting the employer by means of email correspondence ONLY to update your records or obtain the necessary supporting document if need be.
- *Labour Dynamix (PTY) Ltd.'s UIF Specialists will only commence with the submission of your application once your employment records at the Department of Labour are up to date.*
- Labour Dynamix (PTY) Ltd will not submit any fraudulent claims, advise a client on how to submit fraudulent claims and/or get involved in any claims which the client has paid (bribed) an official inside DOL and it turns out to be a scam. Kindly contact your nearest SAPS to lay fraud charges.
- Please be advised that Labour Dynamix (PTY) Ltd cannot guarantee a specific date for the approval of your claim or the disbursement of your UIF benefits. Furthermore, Labour Dynamix (PTY) Ltd cannot determine the exact amount the applicant will receive for Unemployment Benefits, as the calculation of these amounts is outside the scope of our services.

KINDLY NOTE: Unemployment Insurance Fund claims are paid from the date of termination of employment and **NOT** from the date that the application was submitted.

REFUND POLICY

Please ensure that you read and fully understand the Terms and Conditions of our Refund Policy.

- No refunds will be processed if your documents are sent to us after the prescribed cut-off period.
- Labour Dynamix (PTY) Ltd will assist with any late applications by submitting a **NOTICE OF APPEAL** on your behalf but cannot guarantee the successful outcome or the turnaround time and thus will also not refund you should your appeal is rejected.
- Should you decide that you no longer wish to submit a claim or if you realize that you are not eligible to submit any claim, Labour Dynamix (PTY) Ltd will not refund you the Consultation and Administration Fee.
- **Labour Dynamix (PTY) Ltd does not ask a service fee for the processing off your UIF claim, this service is a courtesy to our clients and as such Labour Dynamix (PTY) Ltd cannot be held accountable and / liable for any delays with your claim which may occur as a direct result of any setbacks or backlogs at the Department of Labour and therefore, will not refund you, our Consultation Fee.**
- No refunds will be processed should your employer refuse to update your employee records and/or declarations or provide Labour Dynamix (PTY) Ltd with the necessary documentation required to submit your claim.
- The Client understands that reporting your employer for non-compliance is your responsibility as Labour Dynamix (PTY) Ltd cannot open a case at Department of Labour on your behalf.
- **The Client understands that Labour Dynamix (PTY) Ltd cannot follow up with your claim and / or payment as the Department of Labour does not respond to third parties. We will however consult and guide you with the follow up on your claim and / or payment.**
- It is expressly understood that Labour Dynamix (PTY) Ltd will not be held responsible for **ANY** claims which are rejected due to the Client's own negligence in that the Client had instructed Labour Dynamix (PTY) Ltd to proceed with the submission of the claim despite all reasonable advice provided to the Client by any of our UIF Specialists.

Find people who Find you

The Dynamix Team

Labour Dynamix (PTY) Ltd

UIF Specialists & Human Resources

Julandie Swart – CEO & HR Business Partner
Jacqueline Carroll – Head of Legal

info@labourdynamix.co.za
legal@labourdynamix.co.za
www.labourdynamix.co.za

- Due to the administrative costs, time, and expertise required for handling claims, the upfront consultation fee is non-refundable. Labour Dynamix (PTY) Ltd allocates resources upon payment to ensure that all clients receive professional service, irrespective of the final claim outcome.
- The Client understands that upon advice from Labour Dynamix (PTY) Ltd to go in personally to Department of Labour after all reasonable efforts has been made to resolve a claim, Labour Dynamix (PTY) Ltd will not be held responsible, and no refunds will be processed.
- Should the "client" be in contractual breach of Labour Dynamix (PTY) Ltd's Client Terms and Conditions and/or Mandate which "the client" has signed and agreed to, Labour Dynamix (PTY) Ltd reserves the right to cancel our mandate and as such will not refund the client for Breach of Contract.

Clients Signature

Date

For and on behalf of Labour Dynamix (PTY) Ltd



Julandie Swart
CEO & HR Business Partner

Date

DYNAMIX UIF

Find people who Find you

The Dynamix Team

MANDATE PRIVATE AND CONFIDENTIAL

I, the undersigned,

_____, with ID No. _____
[Full Name & Surname]

hereby appoint and mandate Labour Dynamix (PTY) Ltd and its Labour Practitioners to act on my behalf and in compliance with South African Labour Legislation for the sole purpose of creating an online UFiling Profile, managing, transacting, and submitting any application on my behalf for any UIF benefits as agreed upon.

I hereby declare that any / all information as supplied above is true and correct and I acknowledge and accept that if I have supplied any incorrect information that it could cause a delay in the registration and administration of my UIF claim.

I am aware that the once-off Administration and Consultation Fee must be paid upfront and is non-refundable.

I further accept that any delays caused because of incorrect or incomplete information will not be the fault of Labour Dynamix (PTY) Ltd.

I furthermore declare that I am currently not employed and/or receiving 100% of my salary and that I am actively seeking employment (excluding maternity, reduced working hours, illness benefits and/or adoption benefits) and that I am available and able to work.

By signing this mandate / declaration, I hereby confirm and agree that I have been informed of and / or made fully aware of the following Company Details:

Labour Dynamix (PTY) Ltd Reg No: 2020/646833/07

Registered Labour Practitioners: Julandie Swart

Labour Practitioners Reg No: UP 7242256094

Address: 25 Atar Avenue, Impala Park, Boksburg, 1459

Cell No: 063 323 7477

WhatsApp no: 076 797 0532

Julandie Swart – CEO & HR Business Partner
Jacqueline Carroll – Head of Legal

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legal@labourdynamix.co.za
www.labourdynamix.co.za

Confidentiality in terms of the POPI Act

Each party acknowledges that it will exchange confidential information with each other, and that this information will be considered as confidential and sensitive **and will not be disclosed to any third party and/or on any social media platform**, save for when it is necessary to do so whilst providing a service to "the client" or by either party giving prior written consent. This includes all telecom conversations and/or electronic conversations. Any party found in violation of Labour Dynamix (PTY) Ltd Confidentiality Policy will also be in breach of the POPI Act.

Indemnification / Waiver

The Client shall indemnify and hold free and harmless Labour Dynamix (PTY) Ltd, its Consultants, Directors, Members, and Labour Practitioners from and against all costs, claims, losses, liabilities, or damages (direct, indirect, consequential, or otherwise including reasonable attorney's fees) and other related expenses) howsoever arising from or in connection with the performance of Labour Dynamix (PTY) Ltd's obligation under this agreement.

Monetary Remuneration

"remuneration" herein after refers to the monetary value that Labour Dynamix (PTY) Ltd will be entitled to upon the "clients" acceptance to provide consultation and administration service "the client" undertakes to pay the full amount as agreed upon, once Labour Dynamix (PTY) Ltd has received the required documentation and proof of payment, we will then proceed with the service which "the client" has appointed Labour Dynamix (PTY) Ltd to provide.

Labour Dynamix (PTY) Ltd Bank Account Details:

Please enquire with our offices about our verified banking details.

Labour Dynamix (PTY) Ltd reserves the right to terminate our services should the "client "

1. Fail to fully give their cooperation, provide us with incorrect or incomplete information or fail to notify Labour Dynamix (PTY) Ltd of any changes or information provided to us while registering as a client which will affect Labour Dynamix (PTY) Ltd Labour Practitioners' ability to fulfil its obligations under this mandate.
2. I hereby confirm that I accept all terms and conditions as set out in this agreement and all provisions affecting the appointed Labour Practitioners and / or any beneficiaries where applicable.
3. I hereby confirm that the above information held herein is true and correct.

4. I hereby further confirm that the appointed Labour Dynamix (PTY) Ltd Labour Practitioner/s will have my full cooperation in assisting the appointed Labour Practitioner to fulfil its obligations under this agreement, and, to provide to the appointed Labour Practitioner, upon its request, any documentation and / or Information that may be needed in relation to this agreement.
5. Furthermore, I hereby agree that this agreement shall take precedence over all agreements unless reduced to in writing and signed by myself and that of the appointed Labour Practitioner that may have any effect on the implementation of this mandate.

End of Contract:

1. Both parties agree that once Labour Dynamix (PTY) Ltd has checked the clients supporting documents for errors, conflicts and/or omissions, prepared the client's supporting documents for submission to DOL according to their standards, advised and provided guidance and support on submitting the "clients" supporting documents, or the "clients" claim has been approved and/or Labour Dynamix (PTY) Ltd has advised the client to go to DOL personally, that this contract will automatically terminate once Labour Dynamix has fulfilled its duties under this mandate, or two months after the signing of this contract, whichever comes first.
2. Neither party will have any further obligation or monetary claim against either party, unless OTHERWISE agreed to and signed by both parties in writing.
3. Labour Dynamix (PTY) Ltd provides an individual client centric service to our clients, every client is entitled to receive our equal time and address concerns with us, we will therefore only consult with clients once a week for the duration of this mandate.
4. We encourage our clients to give us feedback or raise any concerns regarding the administration of their claim, or our services kindly email complaints@labourdynamix.co.za. OR legal@labourdynamix.co.za. Our dedicated Team of UIF Specialists and/or Head of Legal will ensure that all our clients concerns are dealt with
5. To ensure the success of your claim we strongly advice "clients" to follow our instructions, when required to do so **follow up in person with DOL** on the progress of their claim to avoid any unnecessary delays.

To ensure all clients receive equal attention and quality service, Labour Dynamix (PTY) Ltd will provide consultations once a week for the duration of this mandate. Requests for excessive daily updates or after-hours consultations may be subject to an additional hourly consultation fee of R750.00 or result in termination of services.

6. The "client" understands by providing our UIF Specialists with the incorrect information whilst creating a U Filing profile and the "clients" profile gets locked, it will be the "clients" responsibility to unlock their own profile.
7. Should the client provide our UIF Specialists with incorrect banking details, it will be the client's responsibility to ensure that DOL updates the client's banking details
8. The "client" acknowledges that by failing to inform Labour Dynamix (PTY) Ltd that their U Filing profile has been locked, prior to Labour Dynamix (PTY) Ltd setting up an appointment with the "client" to assist with creating of a U Filing profile, and consultation this will be considered as withholding

important information as the information on Ufiling plays an important function to Labour Dynamix (PTY) Ltd.'s UIF Specialists to make an assessment and advise our clients accordingly, Labour Dynamix (PTY) Ltd withholds right to charge the client an additional R450.00 for administration costs involved in unlocking the profile.

9. Labour Dynamix (PTY) Ltd will under no circumstances respond to any third party, either by email, WhatsApp, social media and/or any other telecommunication other than the "client" who has mandated Labour Dynamix (PTY) Ltd, by doing so we will be in contravention of the POPI Act.
10. The "client" understands and acknowledges that Labour Dynamix (PTY) Ltd cannot commit to a date on which your claim will be approved and/or render a service which is not specifically mentioned in our client terms.
11. ANY 3RD PARTY WHO IS NOT A CLIENT of LABOUR DYNAMIX (PTY) Ltd who has a relationship with the "client" who divulges any information surrounding our clients claim to any 3rd party and/or on any social media platform eg, Clients Name, Relationship to our client, current status of the clients claim, financial information which is considered to be sensitive information, information about Labour Dynamix (PTY) Ltd's employees, partners, and company directors where they are individually identifiable, and the information relates to them as an individual is considered to be personal data, and as such this will be in violation of the POPI Act and will be reported to the POPI Commissioner, the Clients Mandate will be terminated with immediate effect and Labour Dynamix (PTY) Ltd will be entitled to seek legal recourse from the "client" and/or the 3rd party.
12. Any "client" or 3rd party who makes any misrepresentations, factual incorrect statements and/or implies on behalf of the "client" in writing and/or on any social media platform that that due to Labour Dynamix (PTY) Ltd.'s incompetence/negligence and/or any other unacceptable term which implies we did not do our job or delivered a service and their claim was handled inappropriately, names or implies that Labour Dynamix (PTY) Ltd is a scam or fraudulent should these accusations be unfounded and baseless, Labour Dynamix (PTY) Ltd reserves the right to lay crimin injuria charges against any "client" who engages in such accusations and "clients" or 3rd parties who acts in an aggressive, intimidating, rude, abusive, makes unjustifiable insinuations and/or harasses any representative and/or employee from Labour Dynamix (PTY) Ltd the "client" will be notified of such, Labour Dynamix (PTY) Ltd reserves the right to take any action which deems appropriate as this is unacceptable, undesirable and malicious to our Brand.
13. Good Faith: The parties agree to fulfil their obligations under this agreement in good faith, which includes:
14. Acting honestly and with integrity.
 - Avoiding any conduct that could reasonably be expected to harm or deceive the other party.
 - Disclose all information that is reasonably required to fulfill the purposes of this agreement.
 - Cooperating reasonably and in a timely manner to achieve the objectives of this agreement.
 - Not engaging in any behavior that could reasonably be considered unfair or unreasonable.

By agreeing to this clause, the parties acknowledge that they will perform their obligations in a manner that is consistent with the principles of good faith and fair dealing."

15. Proof of Payment along with the supporting documentation can be submitted via our website or emailed to us at info@labourdynamix.co.za, accounts@labourdynamix.co.za or should you wish to email the CEO directly julandie@labourdynamix.co.za or contact our offices directly 063 323 7577.
16. All our client's information submitted via our website is safe, secure and POPI Compliant. Only Labour Dynamix (PTY) Ltd's appointed Labour Practitioners and/or UIF Specialists have access to your information.
17. Kindly initial each page, this is to ensure that the "client" has read our client terms and conditions.

Labour Dynamix (PTY) Ltd looks forward to having you onboard as our client as we are driven by our passion to achieve results. You can join our FB Community Groups UIF Help and Advice South Africa and Labour Law Help and Advice South Africa which Julandie (Scholtz) Swart is both founder and Admin both Facebook Community Groups,. Our Labour Law Help and Advice for Employees South Africa Community Group was proudly recognized by Facebook in 2021 as one of the largest most engaging Facebook Community groups. We look forward to seeing you there.

With my signature hereto I acknowledge that I have read and understand the contents of this mandate and that I have entered into this agreement freely and voluntarily.

Client Signature



Date

For and on behalf of Labour Dynamix (PTY) Ltd

Julandie Swart
CEO & HR Business Partner

Date

We Appreciate You! Our clients: Earn R200 Cash Back for Every Friend You Refer

At Labour Dynamix, we believe that great service is worth sharing! As a token of our appreciation, we're offering an instant R200 cash back every time you refer a friend.

◇ How It Works:

- ✓ Refer a friend to Labour Dynamix.
- ✓ Once they sign up and complete their payment, you immediately receive R200 cash back!
- ✓ There's no limit—refer more friends, earn more rewards!

This is our way of saying THANK YOU for trusting us and helping others experience expert UIF assistance. Your support means everything, and we're excited to give back to our amazing clients.

Find people who find you

The Dynamix Team