

INDEX TO CONTENTS

1. PRODUCT SUMMARY
 - 1.1 Plans
 - Plan A
 - Plan L
 - 1.2 Immediate access
 - 1.3 Money back guarantee
 - 1.4 Debit orders
 - 1.5 Emergency service
 - 1.6 Retrenchment benefits
 - 1.7 Maternity benefits
 - 1.8 Standard contracts
 - 1.9 Accessing our service
 - 1.10 Who is entitled to protection?
 - 1.11 Our services provide
2. MEMBERSHIP AGREEMENT – SUMMARY
3. MEMBERSHIP AGREEMENT
 - 3.1 Legal/Labour Protection Plan
 - 3.2 Definitions
 - 3.3 Legal/Labour Protection
 - 3.4 On-site Tariff Fees
 - 3.5 Terms and condition
 - 3.5.1 Payments and Membership Fees
 - 3.5.2 Variations, amendments, increases and termination
 - 3.5.3 Reinstatement of Membership
 - 3.5.4 Refund, retrenchment and maternity assistance
 - 3.5.5 Cancellation of Membership
 - 3.5.6 Whole agreement
 - 3.5.7 Indulgence
 - 3.5.8 Breach
 - 3.5.9 Liability
 - 3.5.10 Labour matters
 - 3.6 Exclusions
 - 3.7 Application for Legal/Labour on-site assistance procedure
 - 3.7.1 General
 - 3.7.2 Settlement and acceptance
 - 3.7.3 Rejection of application for on-site assistance and disputes
 - 3.8 Fee Structure
4. UNDERWRITERS/INSURERS
5. ADDITIONAL BENEFITS

1. PRODUCT SUMMARY

1.1 PLANS

***LEGALLINE* provides you with the following choices of Legal/Labour protection :-**

PLAN A - As a *LEGALLINE* individual member under Plan A you are entitled to an unlimited number of telephonic consultations and legal/labour advice, which incorporates our dispute resolution service during our business hours.

Here our legal advisors will answer your legal/labour problems and assist you in reaching a solution, either telephonically or by way of letters of demand.

This is an unlimited telephonic service and no additional fee will be charged for any work done in terms of this service.

For an additional fee (per our *ON-SITE* tariff rate) our legal/labour advisors will attend *ON-SITE* negotiations, disciplinary hearings and CCMA hearings.

PLAN L - As a *LEGALLINE* company member under Plan L, your company is entitled to an unlimited number of telephonic consultations and legal/labour advice, which incorporates our dispute resolution service during our business hours.

Here our legal/labour advisors will answer your companies legal/labour problems and assist you in reaching a solution, either telephonically or by way of letters of demand.

This is an unlimited telephonic service and no additional fee will be charged for any work done in terms of this service.

For an additional fee (per our *ON-SITE* tariff rate) our legal advisors will attend on site negotiations, disciplinary hearings and CCMA hearings regarding your employee's.

ALL OUR PLANS ARE LINKED TO A 24 HOUR EMERGENCY SERVICE.

1.2 IMMEDIATE ACCESS

You/your company has immediate access to our legal/labour advisors, from the date of your first payment, who are just a telephone call away and will assist you/your company with advice, dispute resolution and letters of demand to try and resolve your legal/labour issue or crisis.

1.3 MONEY BACK GUARANTEE

Your Membership Agreement document will be forwarded to you/your company within 14 days of your first payment being received by ourselves in terms of this Protection Plan.

We provide you/your company with 1 month to read the Membership Agreement and if you/your company are not totally satisfied with our Protection Plan we will refund you/your company the entire payment received by ourselves.

1.4 DEBIT ORDERS

We provide 2 dates to process your debit orders, if you/your company has selected and authorised us to do so, being the 1st and 25th of each month. If these dates fall on a weekend or public holiday, we may process your debit order on the 1st business day prior or subsequent to this date.

Should your/your company's debit order be returned for whatever reason we may, at our sole discretion, double debit your account the following month.

Please ensure that you/your company has sufficient funds at your/your company's disposal in your/your company's account to cover your/your company's premiums on the contracted date as non payment will result in a suspension of your/your company's Membership Agreement with ourselves.

1.5 EMERGENCY SERVICE

This is an additional service provided to all members on any Protection Plan. This service is of an emergency nature only. Calls after normal business hours will only be attended to by our legal/labour advisors if of an emergency nature and any other non-emergency call will be referred to our normal business hours.

If you/your company requires *ON-SITE* assistance of one of our lawyers after business hours, you will be required to pay *LEGALLINE* our *ON-SITE* tariff fee prior to such lawyer/attorney attending to you/your company's matter. All *ON-SITE* assistance, whether after hours or not, is at the sole discretion of *LEGALLINE*.

1.6 RETRENCHMENT BENEFITS

Members of Plan A shall be entitled to a 6 month free Membership Fee period if the Primary Member has been retrenched. (see our Membership Agreement conditions for details)

1.7 MATERNITY BENEFITS

Members of Plan A shall be entitled to a 4 month free Membership Fee period if the Primary Member is entitled to maternity leave from her place of employment.(see our Membership Agreement conditions for details)

1.8 STANDARD CONTRACTS

We provide certain standard contracts to all our members for no additional charge.

1.9 ACCESSING OUR SERVICE

To use our service, please call 0861-55-44-55. Please ensure that you have your Membership number ready.

1.10 WHO IS ENTITLED TO ASSISTANCE?

PLAN A

The paid up Primary Member, their spouse and minor children may utilise this service.

Long term co-habitation partners are also provided protection in certain circumstances. (see our Membership Agreement conditions for details)

PLAN L

The paid up company or the company representatives may utilise this service.

1.11 OUR SERVICES PROVIDE

Incorporated in your Membership fee:

- Legal advice
- Legal assistance
- Debt collection
- Standard contracts
- Review of documentation

For an additional fee per our tariff;

- On-site negotiations
- Disciplinary hearings
- CCMA hearings

The Legal/Labour Protection Plan is subject to the Membership Agreement conditions of each Plan.

2. MEMBERSHIP AGREEMENT SUMMARY

- 2.1.1 On payment of the 1st Membership Fee, *LEGALLINE* shall provide the *MEMBER* with legal and labour advice and dispute resolution during office hours as follows:-
Monday to Friday 09h00 – 16h30
- 2.2 This service may be used by the *MEMBER*, which under Plan A includes their spouse or permanent partner which is named in the *APPLICATION* and the *MEMBERS* children who are still minors or under Plan L, the companies duly authorized representative.
- 2.3 This service is restricted to matters occurring within the borders of the Republic of South Africa.
- 2.4 This service, under Plan A, is limited to *MEMBERS* as an individual in a personal and private capacity and relating to the personal and private affairs of the *MEMBER* and, under PLAN L, all matters relating to the company being the *PRIMARY MEMBER*.
- 2.5 *LEGALLINE* shall, at its sole discretion, under Plan A, provide advice to *MEMBERS* regarding their small businesses only. This service shall be advice only and shall exclude all letters and communications to third parties.
- 2.6 This is a telephonic based service and *LEGALLINE* will assist the *MEMBER* in all matters save for the fact that *LEGALLINE* does not draft any contracts, documentation, pleadings etc.
- 2.7 The *MEMBER* may only utilise the service on payment of the monthly membership fee, a failure to do so on due date will immediately result in your membership being cancelled.
- 2.8 Your membership with *LEGALLINE* may be cancelled at any time on non-compliance with these terms and conditions, or without any reason whatsoever on 1 month's written notice to the *MEMBER* at the *MEMBER'S* last known postal address on record with *LEGALLINE*.
- 2.9 *LEGALLINE* may amend the terms and conditions hereof or amend your membership fee upon 1 month's written notice to the *MEMBER* at the *MEMBER'S* last known postal address on record with *LEGALLINE*.
- 2.10 *LEGALLINE*, its employees, agents, representatives or contractors shall not be liable for any damages, consequential or otherwise that may arise from or in connection with any work done, not done, advice given, not given or any documentation supplied, drafted or advised upon by the abovementioned, notwithstanding any mistake, negligence or error by the aforesaid.
- 2.11 *LEGALLINE* shall at its own discretion, and on payment of *LEGALLINE'S* tariff rate, attend *ON-SITE* negotiations and/or disciplinary hearings and/or CCMA hearings.

3. MEMBERSHIP AGREEMENT

LEGAL /LABOUR PROTECTION PLAN

3.1 LEGAL/LABOUR PROTECTION PLAN

LEGALLINE manages the legal/labour protection plan in terms of this *MEMBERSHIP AGREEMENT*.

3.2 DEFINITIONS

Unless the context otherwise requires, the following words shall have the meanings set out below wherever they may appear in this *MEMBERSHIP AGREEMENT* :-

- 3.2.1 PRIMARY MEMBER -**
Under Plan A, is the natural person in whose name the *APPLICATION* is completed.
Under Plan L, is a company in whose name the *APPLICATION* is completed.
- 3.2.2 PROTECTION PLAN -** This is a monthly legal/labour protection plan subject to payment on due date of the monthly *MEMBERSHIP FEE* from time to time.
- 3.2.3 MEMBER -** Under **Plan A,** a *MEMBER* includes the person in whose name the *APPLICATION* is completed referred to as the *PRIMARY MEMBER*. The *PRIMARY MEMBER'S* spouse or permanent partner named in the *APPLICATION* and the *PRIMARY MEMBER'S* minor children. Should the *PRIMARY MEMBER* have more than 1 spouse and names said additional spouses in the *APPLICATION* then and in that event an additional *MEMBERSHIP FEE* will be required by *LEGALLINE*.
Under **Plan L,** a *MEMBER* includes the company in whose name the *APPLICATION* is completed referred to as the *PRIMARY MEMBER* and can be utilised by the companies duly authorised representatives.
- 3.2.4 APPLICATION -** Is the *PRIMARY MEMBER'S* application for the legal/labour protection plan with *LEGALLINE* either signed by the *PRIMARY MEMBER* or it's representative or contracted to telephonically by the *PRIMARY MEMBER* or it's representative and the content thereof is a term and condition of this *MEMBERSHIP AGREEMENT*.
- 3.2.5 MATTER -** All legal/labour matters.
- 3.2.6 EVENT -** Means any act or omission, state of affairs, neglect, breach or coming into existence which occurs entirely in the Republic of South Africa and forming the basis of the *MEMBER'S* need for assistance
- 3.2.7 PROTECTION/ASSISTANCE -** The period of 1 month when each and every *MEMBERSHIP FEE* is paid by the *PRIMARY MEMBER* to *LEGALLINE* in which period the *EVENT* takes place, excluding the *WAITING PERIOD*.
- 3.2.8 MEMBERSHIP FEE -** A stipulated amount which is paid by the *PRIMARY MEMBER* to *LEGALLINE* which may be amended from time to time by *LEGALLINE* on 1 month's written notice to the last known postal address of the *PRIMARY MEMBER* on record with *LEGALLINE*.
- 3.2.9 ON-SITE ASSISTANCE -** Is at the sole discretion of *LEGALLINE* and then subject to the *MEMBER* paying the *LEGALLINE* tariff rate, set out by *LEGALLINE* from time to time, being the reasonable fees, costs and disbursements for on-site representation and/or proceedings set out in clause 3.4 herein, in advance of the representation and/or proceedings taking place.

- 3.2.10 LIMIT OF BENEFITS -** There is no limit to the use of the telephonic service and the *ON-SITE* labour assistance or representation is subject to an additional tariff fee being payable as set out in clause 3.4 herein.
- 3.2.11 FEE STRUCTURE -** Means the additional legal/labour fees agreed to in terms of this *MEMBERSHIP AGREEMENT*, set out in clause 3.8 hereof.
- 3.2.12 LAWYER -** Means a *LEGALLINE* appointed labour consultant, Attorney or Advocate or other appropriately qualified person appointed to represent the *MEMBER* in terms of this *MEMBERSHIP AGREEMENT*.
- 3.2.13 INDEPENDENT LAWYER -** Means an Attorney or Advocate or other appropriately qualified person not appointed by *LEGALLINE*.
- 3.2.14 WAITING PERIOD -** Means 1 calendar month from the date of payment of the 1st *MEMBERSHIP FEE* by the *PRIMARY MEMBER* to *LEGALLINE*. During this *WAITING PERIOD* no *ON-SITE* assistance is provided in terms of this *MEMBERSHIP AGREEMENT*.
- 3.2.15 APPLICATION FOR ON-SITE ASSISTANCE -** Is a written *APPLICATION FOR ON-SITE ASSISTANCE* in the standard *LEGALLINE* format completed and signed by the *MEMBER* or its representative and the *MEMBER* has fully complied with the *APPLICATION FOR ON SITE ASSISTANCE* procedure set out in clause 3.7 hereunder, which assistance is at the sole discretion of *LEGALLINE* and subject to the tariff rate, set out by *LEGALLINE* from time to time, being the reasonable fees, costs and disbursements for on-site representation and/or proceedings set out in clause 3.4 herein, in advance of the representation and/or proceedings taking place.

3.3 LEGAL/LABOUR PROTECTION

In consideration of payment of a monthly *MEMBERSHIP FEE* and the additional *TARIFF FEE* and subject to the conditions of each *PLAN* set out herein, this *MEMBERSHIP AGREEMENT* will provide legal/labour assistance for *EVENTS* within the Republic of South Africa during the period of this *MEMBERSHIP AGREEMENT*.

3.4 ON-SITE TARIFF FEES

Should *LEGALLINE*, at its sole discretion, agree to attend an *ON-SITE* negotiation and/or representation, then and in that even *LEGALLINE* shall charge an additional tariff fee, set out by *LEGALLINE* from time to time, being the reasonable fees, costs and disbursements for on-site representation and/or proceedings set out in *LEGALLINE'S TARIFF RATE*, payable in advance of the representation and/or proceedings taking place.

3.5 TERMS AND CONDITIONS

3.5.1 PAYMENT AND MEMBERSHIP FEES

This is a monthly legal/labour protection plan and utilisation of the legal/labour protection plan is subject to payment of the monthly *MEMBERSHIP FEE* on due date to *LEGALLINE* who is the only party authorised to accept such payment.

The 1st *MEMBERSHIP FEE* is subject to a once off administration fee payable to *LEGALLINE*.

Should the *PRIMARY MEMBER'S MEMBERSHIP FEE* not be paid on due date, this *MEMBERSHIP AGREEMENT* shall automatically be cancelled as from the date that the *MEMBERSHIP FEE* was due be cancelled and shall be of no force and effect whatsoever thereafter.

The *PRIMARY MEMBER* may grant authority to *LEGALLINE* either verbally or otherwise to deduct the *MEMBERSHIP FEES* from the *PRIMARY MEMBERS*, bank account in the *PRIMARY MEMBER'S* name.

3.5.2 VARIATION, AMENDMENTS, INCREASES AND TERMINATION

LEGALLINE may on 1 month's written notice by ordinary mail to the *PRIMARY MEMBERS* last known postal address on record with *LEGALLINE*, increase the *MEMBERSHIP FEE* or amend the *MEMBERSHIP AGREEMENT* from time to time. If the *PRIMARY MEMBER* is unhappy with the amendments to the *MEMBERSHIP AGREEMENT*, the *PRIMARY MEMBER* may within 1 month give written notice cancelling this *MEMBERSHIP AGREEMENT*, failing which the *PRIMARY MEMBER* shall be deemed to have accepted the amendments.

3.5.3 REINSTATEMENT OF MEMBERSHIP

In the event of the *MEMBERSHIP AGREEMENT* being cancelled due to non-payment of the *MEMBERSHIP FEE* for whatsoever reason. The *MEMBERSHIP AGREEMENT* may, at the sole discretion of *LEGALLINE* be reinstated without a new *APPLICATION* being submitted upon receipt of the monthly *MEMBERSHIP FEE* plus a reinstatement fee/administration fee due to *LEGALLINE*. The effect of the reinstatement is that the *PRIMARY MEMBER* will again be subject to the *WAITING PERIOD*.

3.5.4 MEMBERSHIP FEE REFUND, RETRENCHMENT AND MATERNITY ASSISTANCE

LEGALLINE shall not refund *MEMBERSHIP FEES* for any reason whatsoever unless the *MEMBERSHIP AGREEMENT* is cancelled within the 1st one month period referred to in clause 1.3 above

If the *PRIMARY MEMBER*, under Plan A, becomes retrenched through no action on the *PRIMARY MEMBER'S* behalf (voluntary retrenchment excluded), after more than 12 months of continuous *PROTECTION*, there will be a grace period during which time no *MEMBERSHIP FEES* need to be paid by the *PRIMARY MEMBER* for a period of 6 months or when the *PRIMARY MEMBER* is re-employed, whichever is the shorter. *LEGALLINE* shall renew the *MEMBERSHIP AGREEMENT* each and every month during this period.

If the *PRIMARY MEMBER* under Plan A, becomes entitled to maternity leave from her place of employment, after more than 12 months of continuous *PROTECTION*, there will be a grace period during which time no *MEMBERSHIP FEES* need to be paid by the *PRIMARY MEMBER* for a period of 4 months or when the *PRIMARY MEMBER* recommences her employment, whichever is the shorter. *LEGALLINE* shall renew the *MEMBERSHIP AGREEMENT* each and every month during this period.

3.5.5 CANCELLATION OF MEMBERSHIP

LEGALLINE may within 1 month of the *APPLICATION*, decline to accept the *MEMBERSHIP AGREEMENT* without giving reason and *LEGALLINE* shall give a full refund of all *MEMBERSHIP FEES* received.

LEGALLINE may, on 1 month's written notice, inform the *PRIMARY MEMBER*, by ordinary mail, to the last known postal address of the *PRIMARY MEMBER* on record with *LEGALLINE*, that *LEGALLINE* does not intend to renew this *MEMBERSHIP AGREEMENT* for any or no reason whatsoever and at *LEGALLINE'S* own discretion.

3.5.6 WHOLE AGREEMENT

This *MEMBERSHIP AGREEMENT* constitutes the sole agreement between the *PRIMARY MEMBER* and *LEGALLINE* and no variations or amendments to this *MEMBERSHIP AGREEMENT* will be of any force or effect unless reduced to writing and agreed to by *LEGALLINE* in writing.

LEGALLINE shall not be bound by any representation made of whatsoever nature or by whoever varying any of the terms and conditions of this *MEMBERSHIP AGREEMENT*.

3.5.7 INDULGENCE

If for whatever reason *LEGALLINE* does not enforce any provisions of this *MEMBERSHIP AGREEMENT* strictly or at all, this act or omission by *LEGALLINE* shall not mean that *LEGALLINE* waives any of its rights or changes its obligations under this *MEMBERSHIP AGREEMENT*, nor shall such indulgence prevent *LEGALLINE* from enforcing the terms and conditions of this *MEMBERSHIP AGREEMENT* strictly thereafter.

3.5.8 BREACH

LEGALLINE may in its sole discretion refuse to provide any *LEGAL/LABOUR PROTECTION* if the *MEMBER* breaches any material term or condition of this *MEMBERSHIP AGREEMENT*.

3.5.9 LIABILITY

LEGALLINE, its employees, agents, representatives or contractors shall not be liable for any damages, consequential or otherwise that may arise from or in connection with any work done, not done, advice given, not given or any documentation supplied, drafted or otherwise or any *APPLICATION FOR LEGAL/LABOUR PROTECTION* handled in terms of this *MEMBERSHIP AGREEMENT* by the abovementioned notwithstanding any mistake, negligence or error by the aforesaid

3.5.10 LABOUR MATTERS

In terms of both Plans, the *PRIMARY MEMBER*, at the sole discretion of *LEGALLINE* shall be granted *ON-SITE* assistance for labour and work related matters, subject to *LEGALLINE'S* additional tariff fee, set out by *LEGALLINE* from time to time, being the reasonable fees, costs and disbursements for on-site representation and/or proceedings set out in *LEGALLINE'S TARIFF RATE*, payable in advance of the representation and/or proceedings taking place.

3.6 EXCLUSIONS

LEGALLINE'S ON-SITE ASSISTANCE is at *LEGALLINE'S* sole discretion. However, the following exclusions will result in immediate non-consideration of such *APPLICATION FOR ON-SITE ASSISTANCE*.

LEGALLINE shall not provide *ON-SITE ASSISTANCE* in respect of :-

- 3.6.1** *PLAN A & L* are limited to the labour matters provided for in the *PLAN* schedule and any *APPLICATION FOR ON-SITE ASSISTANCE* falling outside such schedule and this *MEMBERSHIP AGREEMENT* is excluded.
- 3.6.2** Any *APPLICATION FOR LEGAL/LABOUR PROTECTION* where the *EVENT* had commenced or occurred prior to the *PRIMARY MEMBER* taking out this *MEMBERSHIP AGREEMENT* or prior to the expiry of the *WAITING PERIOD*.

- 3.6.3 Marriage, divorce, custody, access, guardianship, maintenance, paternity, engagement, promise to marry, enforcement or annulment of a marriage or divorce order, family violence, adoption, living together as husband and wife or permanent partners or any other dispute or proceedings that may flow from the above.
- 3.6.4 Disputes between spouses, ex-spouses, child, parent, sibling or present or past permanent partner or any other dispute or proceedings that may flow from the above.
- 3.6.5 Defamation, insult, verbal abuse or any other infringement of the *MEMBERS* personality, reputation or dignity.
- 3.6.6 The *MEMBERS* rights or obligations as a trustee, director, officer or member of a company or close corporation. Any *MATTER* where there is a profit motive or for gain. This shall include partnerships, landlords, professional practice, farming or any other business related entity or activity. The *MEMBERS* rights or obligations in a capacity other than a private person.
- 3.6.7 Any *APPLICATION FOR ON-SITE ASSISTANCE* arising from a deliberate criminal act or omission on behalf of the *MEMBER*. The onus is on the *MEMBER* to provide clear and convincing proof of the *MEMBERS* defence.
- 3.6.8 Any conduct where alcohol or drugs are involved on the part of the *MEMBER*.
- 3.6.9 A dispute or *APPLICATION FOR ON-SITE ASSISTANCE* that is capable of being resolved by *LEGALLINE* or any other administrative body or independent and impartial forum without legal/labour representation.
- 3.6.10 The drafting, negotiating, entering into or signing any contract, any agreement, any will or testamentary document.
- 3.6.11 An *APPLICATION FOR ON-SITE ASSISTANCE* regarding any dispute in relation to immovable property other than the *PRIMARY MEMBER'S* permanent place of residence.
- 3.6.12 Any *APPLICATION FOR ON-SITE ASSISTANCE* regarding an accident involving a motor vehicle where at the time the *MEMBER* was the driver and was not in possession of a valid driver's licence in the Republic of South Africa.
- 3.6.13 *MATTERS* where the cause of action is vexatious, malicious or the proceedings are vexatious or malicious.
- 3.6.14 *MATTERS* falling within the jurisdiction of the Small Claims Court.
- 3.6.15 *MATTERS* falling within the jurisdiction of the High Court or Labour Court.
- 3.6.16 Conveyancing *MATTERS*, mineral rights, copyright, patent or trademark, tax or fiscal law, the drafting and concluding of documents, winding up of deceased estates and any other similar *MATTERS*.
- 3.6.17 Any surety, cession, assignment, novation or delegation or other derived right of recourse from a person not an active *MEMBER* at the time of the *EVENT* under this *MEMBERSHIP AGREEMENT*.
- 3.6.18 Change in *MEMBERS* status, right or obligations, or the status, zoning or re-zoning or right of use of immovable property.
- 3.6.19 *APPLICATIONS FOR ON-SITE ASSISTANCE* arising out of the *MEMBERS* failure to discharge any debt, debt management or any other financial enquiries.
- 3.6.20 Disputes between the *MEMBER* and *LEGALLINE* or any of *LEGALLINE'S* employees, agents, *LAWYER/ATTORNEY* or contractors relating to this *MEMBERSHIP AGREEMENT* or any other *MATTER* between *LEGALLINE* and the *MEMBER*.

- 3.6.21 A criminal *MATTER* where an admission of guilt fine is payable or for which the *MEMBER* has been previously convicted.
- 3.6.22 Appeals and reviews.
- 3.6.23 Strikes, lock-outs or riots, civil commotion, labour disturbances, public disorder or civil disobedience, mass action, intimidation, threat of violence or force, resisting or impeding lawful authority or any act or activity which is calculated to bring about any of the above.
- 3.6.24 War, martial law, mutiny. Military coup or usurped power, rebellion or revolution, hostilities or warlike operations.
- 3.6.25 An act aimed at promoting or frustrating economic, political, social or environmental change or to further ideological objectives.
- 3.6.26 A dishonourable cause or motive or is tainted with illegality or involving unlawful and indecent sexual behaviour or any conduct contrary to public policy.
- 3.6.27 No *ON-SITE ASSISTANCE* will be provided for any High Court, which includes Labour Court matters. *LEGALLINE* may, at *LEGALLINE'S* sole discretion, assist the *MEMBER*, with the consent of the *MEMBER*, in recommending and referring the *MATTER* to one of *LEGALLINE'S LAWYERS*. *LEGALLINE* shall not be responsible or be held liable for any fees and/or disbursements, and/or any other charges and/or damages and/or Court Order for cost or otherwise relating to this recommendation or referral.
- 3.6.28 *LEGALLINE* shall not be responsible or held liable for any Court Order for costs or otherwise relating to any *ON-SITE ASSISTANCE* or *MATTER* handled or carried out by *LEGALLINE* or where *LEGALLINE* has represented a *MEMBER* in any capacity whatsoever.
- 3.6.29 *LEGALLINE*, its employees, agents, representatives or contractors shall not be liable for any damages, consequential or otherwise that may arise from or in connection with any work done, not done, advice given, not given or any documentation supplied, drafted or advised upon by the abovementioned, notwithstanding any mistake, negligence or error by the aforesaid.

3.7 APPLICATION FOR LEGAL/LABOUR ON-SITE ASSISTANCE PROCEDURE

3.7.1 GENERAL

The *MEMBER'S APPLICATION FOR ON-SITE ASSISTANCE* will be declined unless:-

- The *MEMBER* is honest and truthful at all times and does not withhold any information regarding the *APPLICATION FOR ON-SITE ASSISTANCE*.
- Co-operates fully with *LEGALLINE* and/or its *LAWYER*. Any duplicated legal fees and/or postponements as a result of this shall be an additional charge to the *MEMBER*. *LEGALLINE* shall not proceed with representing the *MEMBER* until such additional fees have been paid over to *LEGALLINE*.
- Any delay of whatsoever nature caused or initiated by the *MEMBER* for whatsoever reason. Any duplicated legal fees and/or postponements a result of this shall be an additional charge to the *MEMBER*. *LEGALLINE* shall not proceed with representing the *MEMBER* until such additional fees have been paid over to *LEGALLINE*
- The *MEMBER* has notified *LEGALLINE* within 30 days of the *EVENT* coming to the knowledge of the *MEMBER*.
- The *MEMBER* must comply with all the terms and conditions of this *MEMBERSHIP AGREEMENT, APPLICATION FOR ON-SITE ASSISTANCE* procedure or any of the terms and conditions contained herein.
- There appears at any time, at the sole discretion of *LEGALLINE* or its *LAWYER*, to be no reasonable prospects of success.

- Any legal expenses or costs incurred prior by the *MEMBER* in relation to any *MATTER* or *EVENT* whatsoever.
- That the third party has sufficient assets or is gainfully employed so as to satisfy any judgement
- If the facts of the *EVENT* take place over a period of time and the *PRIMARY MEMBER'S MEMBERSHIP FEES* are not paid over the entire period.
- If the *MEMBER* becomes insolvent and/or in liquidation or is placed under administration

3.7.2 SETTLEMENT AND ACCEPTANCE

LEGALLINE may :-

- Attempt to settle or resolve any *MATTER* on your behalf and may do whatever it deemed necessary in regard thereto. The *MEMBER* grants *LEGALLINE* power of attorney in regard thereto.
- Should, in the opinion of *LEGALLINE*, a fair and reasonable offer in settlement be received by the *MEMBER* and the *MEMBER* refuses to accept such an offer. *LEGALLINE* shall be entitled but non obliged to immediately withdraw their *ON-SITE ASSISTANCE* to the *MEMBER*.

3.7.3 PROCEDURE

The *MEMBER* shall follow the *APPLICATION FOR ON-SITE ASSISTANCE* procedure as amended from time to time. The *MEMBER* shall :-

- Submit an authorised *APPLICATION FOR ON-SITE* form
- Submit all documentation and information requested by *LEGALLINE*
- The *MEMBER'S APPLICATION FOR ON-SITE ASSISTANCE* will only be approved on compliance with all the terms and conditions in this *MEMBERSHIP AGREEMENT*.
- *LEGALLINE* will, at its own discretion, approve the *MEMBERS APPLICATION FOR ON-SITE ASSISTANCE* in writing and only on receipt of same, and subject to payment of *LEGALLINE'S* additional *ON-SITE* tariff fee, may the *MEMBER* regard their *APPLICATION FOR ON-SITE ASSISTANCE* as approved.

3.7.4 REJECTION OF ON-SITE ASSISTANCE AND DISPUTES

- As the granting of *ON-SITE ASSISTANCE* is at the sole discretion of *LEGALLINE*, no reasons need to be given or supplied by *LEGALLINE* as to the rejection of the *APPLICATION FOR ON-SITE ASSISTANCE*.
- *LEGALLINE* will however, endeavour, to be fair and reasonable in its assessment of the *APPLICATION FOR ON-SITE ASSISTANCE*.
- If the rejection of the *APPLICATION FOR ON-SITE ASSISTANCE* arises from any reason other than from non-payment of the *MEMBERSHIP FEE*. *LEGALLINE* shall, at *LEGALLINE'S* sole discretion, notify the *MEMBER* in writing of the rejection of the *APPLICATION FOR ON-SITE ASSISTANCE* setting out the reasons for such rejection.
- Should the *MEMBER* dispute any rejection or any decision by *LEGALLINE* in connection with their *APPLICATION FOR ON-SITE ASSISTANCE*. *LEGALLINE* shall, upon receipt of a written request by the *MEMBER*, within 10 days of such rejection or decision, submit the rejection or decision for review by the senior management of *LEGALLINE*, who shall not be bound by the decision of party, but shall reappraise the decision taken on receipt of the opinion. *LEGALLINE* shall advise the *MEMBER* of the opinion and their final decision.
- If such rejection or decision is confirmed, *LEGALLINE'S* decision shall be regarded as final and *LEGALLINE* shall not be liable for any damages either consequential or otherwise suffered by the *MEMBER* in any way whatsoever.

3.8 FEE STRUCTURE

- 3.8.1 *LEGALLINE'S ON-SITE TARIFF RATE*, which may be amended by *LEGALLINE* from time to time, for all *ON-SITE ASSISTANCE*, will be made available to the *MEMBER* on request by such active *MEMBER*.

- 3.8.2** **LEGALLINE** records that no fees or benefits are payable to any *INDEPENDENT LAWYER* utilised, instructed or appointed by the *MEMBER*.
- 3.8.3** **LEGALLINE** shall not be liable for any fees and/or disbursements and/or costs of whatever nature incurred by the *MEMBER* relating to any *EVENT* or *MATTER* whatsoever.

4. UNDERWRITERS/INSURERS

LEGALLINE'S LEGAL/LABOUR PROTECTION PLAN is a non-insurance product and accordingly there are no underwriters or insurers linked to this product.

5. ADDITIONAL BENEFITS

5.1 MOBILITY SCOOTERS

- **LEGALLINE** has negotiated a discount benefit for all its members with **MOBILITY SCOOTERS** – Lightweight, compact and easy to operate electric scooters.
- All **LEGALLINE MEMBERS** will be entitled to a 15% discount on any product purchased from **MOBILITY SCOOTERS**.
- Further information can be obtained from their website at www.mobilityscooters.co.za or should you not have access to the internet, they can be contacted on 072-301-9504



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