

## **SOLDIER'S LEGAL GUARD (SLG) MEMBERSHIP BENEFIT SCHEDULE**

This SLG Membership Benefit Schedule is applicable only to fully paid-up members of SANDU

### **INTRODUCTION:**

1. This document is the SLG Membership Benefit Schedule, issued by the appointed Administrator to only fully paid-up Sandu members.
2. This SLG Membership Benefit Schedule represents the SLG Legal Cost and Expenses of fully paid-up Sandu members, who qualifies for legal representation as stipulated herein below.
3. Legal costs and/or expenses in terms of the SLG Membership Benefit Schedule will be paid in respect of an Incident subject to:
  - 3.1 All the Terms, Conditions and Exceptions of this SLG Membership Benefit Schedule are being adhered to.
  - 3.2 The SLG Membership Benefit Schedule has been issued.
  - 3.3 The payment of a contribution, by SANDU, and the payment of the SLG Membership Fee Contribution, by the Sandu member, to SANDU, as well as the acceptance thereof as defined in the SLG Membership Benefit Schedule and Due Date Clause.
  - 3.4 The Incident occurred after payment of the first Sandu membership fee, received by SANDU, from a SANDU member.
  - 3.5 The Limit of Indemnity.

### **DEFINITIONS:**

- 4 In this SLG Membership Benefit Schedule, the following words shall have the following meaning:
  - 4.1 **SLG Membership Benefit Schedule:**

Shall mean this Schedule issued by the Administrator, capturing all the terms and conditions between SANDU and the fully paid-up SANDU member. This SLG Membership Benefit Schedule will be published on SANDU's website, for all SANDU members to view, concerning the SLG Legal Costs and Expenses benefit that is provided to fully paid-up members of SANDU.
  - 4.2 **SANDU:**

Shall mean the South African National Defence Union (SANDU), Registration number DS/R/104/MTU1.
  - 4.3 **SLG:**

Shall mean Soldier's Legal Guard.
  - 4.4 **United Legal Assistance of South Africa (ULASA):**

Shall mean the Legal Division of SANDU, ULASA, who already provides only legal advice to SANDU's members, for payment of the members' monthly SANDU membership fee contributions. In addition to this legal advice, ULASA's Legal Advisors are to provide certain SLG services as contained in this SLG Membership Benefit Schedule, to fully paid-up members of SANDU, in accordance with this SLG Membership Benefit Schedule.
  - 4.5 **Soldiers Legal Guard (SLG):**

Shall mean the Soldier's Legal Guard (SLG) Membership Benefit, a Legal Cost and Expenses Benefit, for which purposes this SLG Membership Benefit Schedule is issued.

**4.6 Administrator:**

Shall mean Westside Trading 136 (Pty) Ltd, trading as “Uni Guard”, with registration number 2004/007825/07, appointed by SANDU to administer this SLG Membership Benefit, being a Shareholder in Guardian Soldier Services (Pty) Ltd, as represented by Cornelius van Niekerk, ID 650811 5022 085, or in his absence his duly appointed representative.

**4.7 Benefit Holder:**

Shall mean a member of SANDU whose SANDU membership fees are fully paid-up and whose membership had been extended with this SLG Membership Benefit, which SANDU offers to its members. Provided that the member’s dependents (spouse and/or children), as stated by the member, in writing, and forwarded to the Administrator, on request, may also qualify under this SLG Membership Benefit Schedule, as specified here below, provided that the provisions of the Dependents clause are complied with and the member’s SANDU/SLG Membership Fee Contribution has been paid to SANDU as part of SANDU’s membership fees.

**4.8 SLG Membership Benefit Schedule:**

Shall mean this SLG Membership Benefit Schedule, issued by the Administrator and published on SANDU’s website for all members of SANDU to view.

**4.9 Legal Representative:**

Shall mean the Lawyer or appropriate qualified person, firm or company nominated/appointed by the Administrator to act on behalf of the fully paid-up Sandu member in terms of this SLG Membership Benefit Schedule.

**4.10 Legal Advisor:**

Shall mean the Legal Advisor employed by SANDU within ULASA to provide legal advice to the members of SANDU and/or certain SLG services as contained in this SLG Membership Benefit Schedule, to the fully paid-up members of SANDU, in accordance with the SLG Membership Benefit Schedule for which purposes this SLG Membership Benefit Schedule is issued.

**4.11 Incident:**

Shall mean the Incident or the cause of action or the start of a series of Incidents which may lead to SLG Legal Costs and Expenses being paid, thus giving rise to a SLG Legal Representation Application being made under this SLG Membership Benefit Schedule, by a fully paid-up SANDU member. For the purpose of the Limit of Indemnity, no Legal Representation application or applications for any incident, or the cause of action, or the start of a series of Incidents, which are related by cause or by time, shall exceed the limit of indemnity.

**4.12 SLG Legal Costs and Expenses:**

Shall mean the fees, costs and disbursements reasonably, properly and necessarily incurred by the Legal Representative, all in accordance with the provisions of this SLG Membership Benefit Schedule.

**4.13 Proceedings:**

Shall mean the pursuit or defense of civil, criminal, or labour related proceedings in respect of an Incident only within the Republic of South Africa. Provided that the pursuit or defense of labour related proceedings shall be restricted to fully paid-up SANDU members only (not to dependents)

**4.14 Recoupment of Costs:**

Shall mean such portion of a SANDU member’s Legal Costs and Expenses, made payable to a SANDU member in terms of an order by a Forum or in terms of a settlement during the course or at the close of Proceedings.

**4.15 Forum:**

Shall mean a Court of Law, which shall include a Military Court, or a Tribunal, or any other Forum approved by the Administrator in writing.

**4.16 South Africa:**

Shall mean the Republic of South Africa.

**4.17 Third Party:**

Shall mean the opposing side in Proceedings.

**4.18 SLG Membership Fee Contribution:**

Shall mean the amount stated on the SLG Membership Benefit Schedule, as may be adjusted from time to time in accordance with the provisions of this SLG Membership Benefit Schedule, to be paid by a SANDU member, to SANDU, to qualify for this SLG Membership Benefit, being the monthly amount to be paid by the SANDU member to SANDU.

**4.19 Guardian Soldier Services (Pty) Ltd:**

Shall mean Guardian Soldier Services (Pty) Ltd, with registration number 2000/023378/07, established to undertake the administration of this SLG Membership Benefit, as directed by the Administrator and is governed and managed by the Administrator.

**4.20 Dependents:**

a. Shall mean:

- i. The legitimate spouse of a fully paid-up Sandu member of which proof must be forwarded to the Administrator, by the Sandu Member, on request of the Administrator.
- ii. A child of a fully paid-up Sandu member who is of necessity not self-supporting and permanently part of the fully paid-up Sandu member's household, proof of which must be forwarded to Administrator, by the fully paid-up Sandu member, on request of the Administrator: Provided that such child –
- iii. Has not attained the age of 18 years and is still attending school; or
- iv. Is 18 years or older but has not yet attained the age of 21 years and a registered student at an accredited education, training and development service provider or accepted institution, in the sole discretion of the Administrator, for post- school education; or
- v. Is mentally or physically disabled to such an extent that he is permanently dependant on the Benefit Holder.
- vi. For purpose of this SLG Membership Benefit Schedule and the definition of “dependents”, “child” shall mean any –
  - (a) Natural child of a fully paid-up SANDU member, born in wedlock.
  - (b) Natural child of an unmarried fully paid-up Sandu member or a child born outside of marriage, provided that if the fully paid-up Sandu member is –
    - (i) The natural mother of the child, the status of the child is proved to the satisfaction of the Administrator by means of a birth certificate; or
    - (ii) The natural father of the child, the status of the child, is proved to the satisfaction of the Administrator by means of scientific paternity tests.
    - (iii) Natural child of an unmarried fully paid-up Sandu member born out of wedlock and later legitimized by the subsequent marriage of the fully paid-up Sandu member with the other natural parent as contemplated in section 4 of the Children's Status Act, Act No. 82 of 1987.
    - (iv) Adopted child of a fully paid-up Sandu member as defined in section 1 of the Childcare Act, Act No. 74 of 1983; or

- (v) Natural or adopted child for whom a fully paid-up Sandu member is legally responsible or liable in terms of a divorce or maintenance court order.

#### **APPLICATIONS FOR LEGAL REPRESENTATION AND INCIDENTS:**

5. The following Incidents are covered, provided that all the provisions of this SLG Membership Certificate Schedule have been adhered to:
- a. A civil action instituted by or against a fully paid-up Sandu member in his personal capacity.
  - b. A criminal action instituted against a fully paid-up Sandu member.
  - c. Legal action instituted by or against a fully paid-up Sandu member personally, pertaining to an issue regarding his/her contract of employment.
  - d. Legal action relating to a fully paid-up Sandu member in connection with child maintenance matters (In this regard, a fully paid-up Sandu member will only be indemnified once, regarding SLG Legal Costs and Expenses under the SLG Membership Benefit Schedule, whether in the same maintenance matter or in a new maintenance matter).
6. Provided further that no legal action may be instituted and/or Legal Representatives be furnished with instructions and/or Legal Costs and Expenses incurred, in connection with any of the above-mentioned occurrences, without the prior written consent of the Administrator.

#### **GENERAL TERMS AND CONDITIONS:**

##### **7. Observance of Terms:**

The due observance and fulfilment of the terms, conditions and endorsements of this SLG Membership Benefit Schedule insofar they relate to anything to be done or complied with by SANDU, its fully paid-up member, the Legal Advisor and the Legal Representative shall be conditions precedent to any liability of the Administrator, as well as the mandate of the Administrator, to make any payment under this SLG Membership Benefit Schedule.

##### **8. Specific Terms and Gender:**

Any meaning given to a specific word or term will have that meaning wherever it occurs. Any reference to the masculine includes the feminine and any reference to the singular includes the plural.

##### **9. Cession or Assignment of this SLG Membership Benefit Schedule:**

This SLG Membership Benefit Schedule issued to SANDU's fully paid-up members, may not be ceded, or assigned to anyone else.

##### **10. Period of SLG Membership Benefit:**

This SLG Membership Benefit is a monthly contract between SANDU and its members. The period of the SLG Membership Benefit is therefore with effect from the inception date to 24:00 on the last day of the month and monthly thereafter. This SLG Membership Benefit is automatically renewed monthly, provided that the Sandu member pays his SANDU/SLG Membership Fee Contribution to SANDU on the Due Date.

##### **11. SLG Membership Fee Contribution and Due Date:**

- a. The Sandu member shall pay his SANDU/SLG Membership Fee Contribution monthly, by means of a salary deduction via the Persol system or similar salary deduction system, to SANDU. Such SANDU/SLG Membership Fee Contribution, deducted from a SANDU member's salary, during a specific month, is for membership of that month, the Due Date of the SANDU/SLG Membership Fee Contribution therefore being either in the middle or at the end of that month.
- b. If the SANDU/SLG Membership Fee Contribution is not received on the latest Persol deduction system or similar salary deduction system, no SLG Legal Costs and Expenses Benefit will be afforded pertaining to any Incident that arose during this 30 day period and/or any SLG Legal Representation Application that is to be instituted, by the SANDU member, during this 30 day period, provided that such arrears is first settled with SANDU and the Administrator.

- c. If the SANDU/SLG Membership Fee Contribution was not received for a specific month in which the Incident occurred, the Sandu member will enjoy no Legal Costs and Expenses Benefit for an Incident that occurred during that month.
- d. If a SANDU member's SANDU/SLG Membership Fee Contribution had not been received for a specific month and/or months to follow, the Administrator may decide to allow SANDU to endeavour to collect such arrears up to six months, provided that no Legal Costs and Expenses Benefits will be provided to a SANDU member, during this period that the SANDU/SLG Membership Fee Contribution is unpaid.
- e. The SANDU member's SLG Membership Benefit will automatically be cancelled after the sixth failure of the SANDU membership fee contribution and shall be deemed to be cancelled with effect from the last day of the month for which the SANDU membership fee contributions have not been received. There is no obligation on the Administrator to advise the SANDU member of such cancellation.
- f. If a SANDU member's SLG Membership Benefit had been cancelled, for whatever reason, the Administrator may reinstate the SLG Membership Benefit, but subject to the member re-registering with SANDU. The reinstatement date of the SLG Membership Benefit is after the 1<sup>st</sup> SANDU membership fee contribution has been received.
- g. If it can be proven by the Sandu member and/or SANDU that the non-payment of the SANDU/SLG Membership Fee Contribution is due to an error of the employer, or the Persol salary system, or similar salary deduction system, the SANDU member's SLG Membership Benefit can be reinstated by the Administrator, as if it had not lapsed.
- h. In the event of a SLG Legal Representation Application being made, all unpaid SANDU/SLG Membership Fee Contributions will first become payable and the monthly SANDU/SLG Membership Fee Contribution will remain payable until the completion of that case.

#### **12. Amendments and Cancellation of the SLG Membership Benefit:**

The SLG Membership Benefit is automatically linked to SANDU's membership. A member cannot cancel his SLG Membership Benefit independent from his SANDU membership.

#### **13. Limit of Indemnity:**

Notwithstanding the provisions of this SLG Membership Benefit Schedule:

- a. The SLG Legal Costs and Expenses payable in respect of a Legal Representation Application shall not exceed the monetary value of the amount of the Proceedings, either against or for the fully paid-up SANDU member.
- b. The Administrator will not be liable and not allowed to pay more than the Limit of Indemnity as specified in this SLG Membership Benefit Schedule, irrespective of Recoupment of Costs, in respect of any one occurrence giving rise to an Incident. The fully paid-up Sandu member shall be liable for any amount more than the Limit of Indemnity.
- c. No Legal Representation Application for any Incident, or the cause of action, or the start of a series of incidents that are related by cause or by time shall exceed the limit of indemnity.
- d. The SLG Membership Benefit shall not cover any amounts awarded against the fully paid-up Sandu member in respect of the following:
  - i. damages.
  - ii. interest.
  - iii. fines.
  - iv. bail monies.
  - v. any other penalty.
  - vi. any payments of debt; and

- vii. Cost orders by a Court or a Forum.

#### **14. Waiting Period:**

Notwithstanding the inception date of this SLG Membership Benefit Schedule, this member benefit only commences after payment of the SANDU member's first SANDU/SLG Membership Fee Contribution. Any consequence of any Incident prior to receipt of the first SANDU/SLG Membership Fee Contribution shall not be covered.

#### **15. Dispute Resolution:**

- a. If a dispute arises between the parties and/or any of the parties and a fully paid-up SANDU member, in respect of the SLG Legal Cost and Expenses Benefit afforded by this SLG Membership Benefit Schedule, the fully paid-up Sandu member will be required to make written representation to the SLG Administrator, stating the reasons why the fully paid-up Sandu member disagrees with the decision to not approve representation for legal costs and expenses under this SLG Membership Benefit Schedule. The fully paid-up Sandu member's written representation is to reach the office of the SLG Administrator within a period of no more than 30 (Thirty) days from date on which the fully paid-up Sandu member has been informed that assistance for legal costs and expenses has not been approved. Should no written representation be received from the fully paid-up Sandu member, within 30 (Thirty) days from date on which the fully paid-up Sandu member was notified, it will be accepted that the fully paid-up Sandu member is satisfied with the decision to not approve the fully paid-up Sandu member's Legal Representation Application.
- b. Upon receipt of the fully paid-up Sandu member's representations, by the SLG Administrator, it will be taken into consideration to consider approving the fully paid-up Sandu member's Legal Representation Application. If the fully paid-up Sandu member's written representation is rejected by the Administrator, the fully paid-up Sandu member may request, in writing, that the matter be referred to SANDU's National Executive Committee (NEC) for re-evaluation and consideration. The NEC's findings will be final and binding on all parties and all parties will be notified, in writing, regarding the decision of SANDU's NEC.

#### **16. Termination of Employment/SANDU Membership:**

If a SANDU member's employment and/or SANDU membership is terminated while a Legal Advisor and/or Legal Representative is handling a matter on his behalf, the assistance will continue until completion of that particular case, provided that the SANDU/SLG Membership Fee Contributions remain paid up and/or alternative arrangements had been made with the Administrator, which arrangements will first have to be approved by the Administrator, in writing, before continuing with that particular case.

#### **17. Consent for the Sharing of Information:**

The fully paid-up Sandu member hereby waives any right to privacy in documentation of any nature, as well as any similar SLG Membership Benefit Schedule information provided by or on behalf of the Sandu member, or any similar membership benefit made or lodged by the Sandu member. The fully paid-up Sandu member hereby consents to such information being disclosed to any other company providing similar benefits. The fully paid-up Sandu member also acknowledges that the information provided by them may be verified against other legitimate sources or databases. The fully paid-up Sandu member also waives any rights of privacy and consents to the disclosure of any information relevant to any similar cover or application concerning the Sandu member.

#### **18. Agreement:**

This SLG Membership Benefit Schedule constitutes the sole agreement by which the Administrator will be bound. No variation, amendment or alteration thereto shall be binding on the Administrator unless agreed to in writing by the Administrator or otherwise effected in accordance with this SLG Membership Benefit Schedule.

#### **19. Notice and Communication:**

All notice and communication by the Administrator will be considered to have been duly sent by the Administrator to the domicilium citandi et executandi of SANDU and/or its fully paid-up member, as per the Schedule and/or SANDU's database system, subject to being sent by means of facsimile, messaging or to the postal address. The fully paid-up Sandu member shall provide SANDU with a written notice of his or her address and any future change of address within 14 (fourteen) days from such change. The onus is on the fully paid-up Sandu member to prove his or her address/details and any notification of any change of

address/details.

#### **20. Dependents:**

- a. The onus is on the fully paid-up Sandu member to forward to the Administrator, in writing, the identification particulars of his or her dependents, which conform to the definition of Dependents contained in this SLG Membership Benefit Schedule. Furthermore, the onus is on the fully paid-up Sandu member to notify the Administrator, in writing, of any changes, including any additions and terminations in respect of his or her Dependents. The onus is on the fully paid-up Sandu member to prove that the Administrator has been notified of the aforementioned (i.e., identification particulars of dependents and changes), before an SLG Legal Representation Application will be considered.
- b. The Administrator has the right to seek proof from the fully paid-up Sandu member in order to satisfy him that the Dependent for whom a SLG Legal Representation Application is submitted conforms to the definition of Dependents, as contained in this SLG Membership Benefit Schedule. The onus will rest on the fully paid-up Sandu member to prove to the Administrator, before an SLG Legal Representation Application is considered, that the Dependent indeed conforms to the definition of Dependent. If no proof, or inadequate proof, is submitted, the Administrator will be under no obligation to consider the SLG Legal Representation Application.

#### **APPLICATION FOR LEGAL REPRESENTATION TERMS AND CONDITIONS:**

#### **21. Legal Representation Application Notification:**

- a. Unless a shorter period is required by any legal process, the fully paid-up Sandu member must, in writing, inform the Legal Advisor or the Administrator, within 30 (thirty) days, after becoming aware of an Incident that may give rise to a Legal Representation Application, failing which the Administrator will not be liable and allowed to indemnify the fully paid-up SANDU member.
- b. In the event of the fully paid-up Sandu member being unable to inform the Legal Advisor or the Administrator, as required, such notification may be done by a person duly authorized, in writing, to act on behalf of the fully paid-up Sandu member.

#### **22. Safeguard of Rights:**

- a. The fully paid-up Sandu member must take all reasonable steps to safeguard the Administrator's rights prior to referring a matter to SANDU and/or the Administrator for a Legal Representation Application.
- b. The Administrator always requires the full co-operation of the fully paid-up Sandu member. A lack of such co-operation will result in the fully paid-up Sandu member's Legal Representation Application not being indemnified in terms of this SLG Membership Benefit Schedule.
- c. If, in the Administrator's opinion, the fully paid-up Sandu member is responsible for anything which may prejudice the Prospects of Success of the Administrator's position in the Proceedings, the Administrator shall not be liable or allowed to indemnify SANDU fully paid-up member under this SLG Membership Benefit Schedule.
- d. SANDU, a fully paid-up Sandu member, and the Legal Advisor do not have any authority to make any representations on behalf of the Administrator and no commitments or undertakings that they make will be binding on the Administrator.
- e. The fully paid-up Sandu member has a duty to limit and restrict the legal costs, expenses, and damages for which the Administrator may be held liable.

#### **23. The Benefit Holder:**

- a. Notwithstanding anything else contained in this SLG Membership Benefit Schedule, SANDU's fully paid-up member shall at his own expense and at all times:
  - i. Provide all the evidence and/or information reasonably required by the Administrator and/or the Legal Advisor in order to establish liability in respect of a SLG Legal Representation Application in terms of this SLG Membership Benefit Schedule – this includes a full written version of the Incident supported by witness affidavits and a fully completed SLG Legal Representation Application Form signed by the fully paid-up Sandu member, or a person duly mandated thereto in writing.

- ii. Provide the Administrator and/or the Legal Advisor with a truthful account of the facts of the Incident and shall attend upon them when so requested.
- iii. Promptly procure and/or execute all documents reasonably requested by the Administrator and/or the Legal Advisor and/or the appointed Legal Representative.
- iv. Follow the advice and/or instructions of the Administrator and/or the Legal Advisor and/or the appointed Legal Representative and to co-operate with them in all respect and to keep them fully and continually informed of any material developments in the Proceedings.
- v. Keep the Administrator and the Legal Advisor promptly and fully informed of the progress of Proceedings and/or any changes pertaining to the Prospects of Success and/or the estimate costs during the Proceedings.
- vi. Instructs the appointed Legal Representative to provide the Administrator and/or the Legal Advisor with any information and/or documentation they may require.
- vii. At all times fully co-operates with the Administrator in all respects and shall keep the Administrator fully and continually informed of all material developments in a specific matter, provided that such information as requested or required is to be visible from the records held by the Legal Advisor and/or the Legal Representative.

#### **24. The Legal Advisor:**

Notwithstanding anything else contained in this SLG Membership Benefit Schedule, the Legal Advisor shall:

- a. Continue to provide the standard legal advice as provided for under SANDU's standard membership prescripts.
- b. Act on behalf of SANDU and the fully paid-up Sandu member and not as an agent of the Administrator and he is deemed to have been appointed and instructed by SANDU, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Advisor/fully paid-up Sandu member relationship.
- c. Under no circumstances appoint and/or instruct a Legal Representative to act on behalf of a fully paid-up Sandu member. The appointment of a Legal Representative may only be affected by the Administrator.
- d. By all reasonable means first attempt to settle or resolve a matter/SLG Legal Representation Application, before referring the matter/SLG Legal Representation Application to the Administrator.

#### **25. The Legal Representative:**

Notwithstanding anything else contained in this SLG Membership Benefit Schedule, the Legal Representative shall:

- a. Act as the agent of the fully paid-up Sandu member and not of the Administrator and he is deemed to have been appointed and instructed by the fully paid-up Sandu member, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Representative/fully paid-up Sandu member relationship.
- b. Act in all manners as the fully paid-up Sandu member's Legal Representative and an attorney and client relationship shall exist between the fully paid-up Sandu member and the Legal Representative, subject to those clauses which clearly constitute a necessary interference by the Administrator into the Legal Representative/fully paid-up Sandu member relationship.
- c. Be legally liable for any negligence on the part of the Legal Representative.
- d. Under no circumstances act on behalf of a fully paid-up Sandu member without first being instructed and appointed to do so, in writing, by the Administrator.
- e. Not be entitled to any legal costs and expenses incurred by him, by representing a fully paid-up Sandu member, without first being instructed and appointed to do so, in writing, by the Administrator.
- f. At all times give effect to directions, requests and instructions forwarded to the Legal Representative by



the Administrator.

- g. Not request and/or collect any fees or expenses directly from a fully paid-up Sandu member in respect of a SLG Legal Representation Application referred to him by the Administrator.

#### **26. The Administrator:**

Notwithstanding anything else contained in this SLG Membership Benefit Schedule, the Administrator:

- a. Has the exclusive right to appoint and/or instruct a Legal Representative to act on behalf of a fully paid-up Sandu member.
- b. Shall by all reasonable means first attempt to settle or resolve a matter, before approving a SLG Legal Representation Application and/or instruct and/or appoint a Legal Representative to act on behalf of a fully paid-up Sandu member.
- c. May at its sole discretion allow the fully paid-up Sandu member to choose a Legal Representative from a list provided or to allow the fully paid-up Sandu member to nominate a Legal Representative that he wishes to represent him. The Administrator, however, may accept or refuse the fully paid-up Sandu member's nomination without being obliged to furnish reasons. If the Administrator refuses the fully paid-up Sandu member's nomination, the Administrator will appoint a Legal Representative of its choice. The Administrator's decision shall be final and binding on all parties.
- d. Reserve its rights to, through its employees, agents or attorneys take over and conduct the Proceedings in the name of the fully paid-up Sandu member.
- e. Shall always have direct access to SANDU, the Legal Advisor's and the Legal Representative's records and offices.

#### **27. Right of Admission:**

The rights of admission to the offices of the Administrator, the Legal Advisor, the Legal Representative and SANDU are reserved.

#### **28. Under the Influence of Alcohol or Drugs:**

The Administrator, Legal Advisor, Legal Representative and/or SANDU will not interview, consult and/or entertain a fully paid-up Sandu member that is under the influence of any alcohol or drugs.

#### **29. Appeals and Reviews:**

- a. The Administrator will not be liable and allowed to approve any SLG Legal Representation Application relating to any appeal or review in respect of a judgement or finding that was handed down by a court of law or any other forum, if the Incident, on which judgement or finding was handed down, occurred before a Benefit Holder's first SANDU/SLG Membership Fee Contribution was received in terms of the provisions of this SLG Membership Certificate Schedule.
- b. The Administrator will not be liable and/or allowed to approve any Legal Costs and Expenses Benefits relating to any appeal or review, if Proceedings are not successful in the Forum of First Instance, irrespective of the cost incurred in or the status of the Forum of First Instance. The Administrator may agree to provide further assistance in respect of any appeal or review Proceedings, provided that:
  - i. An additional SLG Legal Representation Application form is completed and submitted by the Benefit Holder, within 30 (thirty) days after any such judgement or finding was handed down by a court of law or forum of First Instance, unless a shorter period is required by any legal process, to enable the Administrator to consider same; and
  - ii. The procedures followed are in terms of the procedures as set out under the heading Prospects of Success.

#### **30. Rights of the Administrator and/or the Legal Advisor:**

- a. The Administrator will not be liable for any Legal Costs and Expenses where the fully paid-up Sandu member fails to comply and/or to co-operate as indicated in this SLG Membership Certificate Schedule or as reasonably to be expected from him. If the fully paid-up Sandu member fails to comply and/or to

co-operate as indicated in this SLG Membership Certificate Schedule, the Administrator may then terminate the mandate of any already appointed Legal Representative.

- b. Under no circumstances will the fully paid-up Sandu member and/or the Legal Advisor and/or SANDU have the right to instruct a Legal Representative to represent a fully paid-up Sandu member in a SLG Legal Representation Application that falls under this SLG Membership Certificate Schedule, without the prior written consent of the Administrator. The Administrator will not be liable for any costs incurred by a Legal Representative, where such Legal Representative had acted without the prior written consent of the Administrator. In such an instance, the costs incurred by a Legal Representative shall be on the account of the fully paid-up Sandu member and/or SANDU and shall be a matter between the Legal Representative and them.

### **31.Recovery of Costs from Third Parties:**

The fully paid-up Sandu member hereby cede to the Administrator his right of entitlement to recover Legal Costs and Expenses from a Third party and thereby give the Administrator the right to:

- a. Attempt to recover Legal Costs and Expenses that are due to the fully paid-up Sandu member from a Third Party and the fully paid-up Sandu member shall endeavor to assist the Administrator where reasonably possible.
- b. Proceed in the name of the fully paid-up Sandu member if any Third Party is obliged to pay him any Legal Costs and Expenses. The Administrator may, however, instruct the fully paid-up Sandu member to take all steps that are necessary or expedient to affect the recovery and to hold any sum that is recovered in a trust and then to immediately pay this sum to the Administrator.
- c. Recover the Legal Costs and Expenses from the fully paid-up Sandu member on an instalment basis if they recover or compensation inclusive of Legal Costs and Expenses from a Third Party on an instalment basis.

### **32.Prospect of Success in Civil Proceedings (Criminal Matters Excluded):**

If at any time the Administrator decides that:

- a. The Benefit Holder's prospects of success in civil proceedings are weak; or
- b. There are no reasonable prospects of success; or
- c. The Benefit Holder's interests can be better served by other means.

The following conditions and procedures shall apply:

- a. The Administrator will inform the fully paid-up Sandu member of the reasons for this decision, in writing, within 7 (seven) days of this decision. The Administrator will then not be liable for any further Legal Costs and Expenses relating to the Proceedings.
- b. If the fully paid-up Sandu member disagrees with the decision of the Administrator, the fully paid-up Sandu member must inform the Administrator, in writing, within 30 (thirty) days after receipt of the Administrator's letter, of his refusal to accept the decision of the Administrator. If the fully paid-up Sandu member fails to inform the Administrator, as prescribed above, it will be deemed that the fully paid-up Sandu member accepted the decision of the Administrator. Clause 15 hereinabove will apply.
- c. The fully paid-up Sandu member will be entitled to proceed with the Proceedings, regardless of the decision of the Administrator. However, the Administrator will then provide no assistance for the Legal Costs and Expenses in Proceedings.

### **33.No Support under Certain Conditions in Civil Matters:**

- a. If it is found that the Third Party is unlikely to have sufficient assets available to meet SANDU's Benefit Holder's legal costs and expenses, should an award be made in the Benefit Holder's favour, at a Forum, the Administrator may at its sole discretion decline to support the Benefit Holder's SLG Legal Representation Application.
- b. The onus rests on the fully paid-up Sandu member to establish whether the Third Party has sufficient assets to meet such awarded legal costs and expenses. The onus also rests on the fully

paid-up Sandu member to be able to convince the Administrator of such sufficient assets.

#### **34. Withdrawal from Proceedings:**

If the fully paid-up Sandu member withdraws from or discontinues the Proceedings without the Administrator's prior written consent, then any Legal Costs and Expenses incurred, as well as any Third-Party costs, will become the responsibility of, and be payable by, the fully paid-up Sandu member.

#### **35. Settlement:**

- a. The Administrator has the right to settle any Proceedings at a time prior to the final determination thereof, if the Administrator is of the opinion that the settlement is an appropriate resolution to the Proceedings or an appropriate step during the Proceedings.
- b. All attempts at settlement or resolution, by the Legal Advisor and/or the Legal Representative, shall be confirmed with the Administrator, in writing. Copies thereof together with all responses from Third Parties will be furnished to the Administrator.
- c. The Administrator must first approve all settlement or resolution terms, which have a bearing on legal costs, expenses, damages, or compensation that are to be recovered or paid, in writing, before such settlement or resolution may be entered.
- d. The fully paid-up Sandu member will immediately notify the Administrator, in writing, of any offer of payment or actual payment into a Forum, which is done with a view to settling the Proceedings.
- e. If the fully paid-up Sandu member does not accept such an offer or payment into a Forum and the Administrator is of the opinion that the Proceedings will be equally or less favorably to the Benefit Holder, the Administrator will instruct him to accept the offer of payment or the payment into the Forum. If he refuses to take the Administrator's instruction, the Administrator will have no further liability in respect of the legal costs and expenses incurred after the offer of payment or payment has been made.

#### **36. Bills of Costs:**

The fully paid-up Sandu member must immediately forward to the Administrator all bills of costs and any other communications in respect of legal costs and expenses, or other amounts, which may be received.

#### **37. Proof of Identity:**

The fully paid-up Sandu member must provide his identity and the identity of his dependents as well as his latest salary advice as proof of his SLG Membership before any assistance will be rendered, by the Administrator, in terms of a potential Legal Representation Application.

#### **38. Legal Representation Payment:**

- a. The Administrator will only be obliged to make payment to a Legal Representative that has been instructed and appointed, in writing, by the Administrator. Such payment shall only be made after the conclusion of any Proceedings and after the Administrator has ascertained that the Legal Representative has finalised the Proceedings and has complied with what is required from him.
- b. The Administrator will only be liable for such Legal Costs and Expenses of a Legal Representative, as agreed upon in writing, between the Administrator and the Legal Representative before any litigation/Proceedings commenced.

#### **EXCEPTIONS:**

39. Notwithstanding anything else contained in the SLG Membership Certificate Schedule, the Administrator shall not be liable for and allowed to approve any Legal Representation Application under the SLG Membership Benefit:

- a. Which is false or fraudulent in any manner whatsoever, be it in claim value or where there is reason to doubt the accuracy or truthfulness of the application or any matter in relation thereto.
- b. Where the Incident was pending or threatening before receipt of the first SANDU/SLG Membership Fee Contribution.

- c. Where the Legal Advisor or the fully paid-up Sandu member does not follow the instructions of the Administrator and/or acts contrary to or in a manner that differs from the reasonable advice of the Administrator and/or the Legal Advisor and/or the Legal Representative.
- d. Where costs and expenses incurred in any Proceedings, or in respect of any Incident, are not within the amount agreed upon between the Administrator and the Legal Representative.
- e. Pertaining to any matter that is or could be covered under household or vehicle short term insurance cover.
- f. In respect of any transactions/actions relating to the building, repairing, renovating, and purchasing of immovable property.
- g. In respect of matters arising out of the drafting and/or drawing up of contracts unless the contract was drafted by a practicing attorney. The onus rests on the fully paid-up Sandu member to prove that a contract was drafted by a practicing attorney.
- h. In respect of divorce, marital union or customary union or similar association between any two persons and matters regarding custody of and access to children, associated with such association.
- i. In respect of any criminal matter of a similar type for which the fully paid-up Sandu member has previously been convicted and in respect of which the fully paid-up Sandu member previously received SLG Legal Cost & Expenses Assistance.
- j. In respect of any matter for which an admission of guilt fine has or may be levied. (The Administrator may in its sole discretion decide to provide assistance if it considers it necessary and fair to do so).
- k. In respect of any willful or deliberate act committed by the Benefit Holder, unless the facts of the matter are of such a nature that the Administrator can decide otherwise.
- l. In respect of any application for the rescission of judgement where the judgement was granted properly and lawfully against a Benefit Holder.
- m. In respect of any criminal or civil proceedings by or against the fully paid-up Sandu member which were in legal process at the inception of a Benefit Holder's SLG Membership Benefit.
- n. In respect of any matter which, in the Administrator's opinion, is trivial or within the jurisdiction of the Small Claims Court.
- o. In respect of matters arising out of the cession, assignment, or delegation in favour of or by the Benefit Holder.
- p. On a collective or class action basis.
- q. Directly or indirectly caused by or contributed to or arising from:
  - i. Civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about such events.
  - ii. Any event or act which is not work related as defined by the Labour Relations Act and shall include secondary strikes, mutiny, military rising, military or usurped power, insurrection, rebellion, revolution, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege.
  - iii. Any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence the State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence.
  - iv. Any act which is calculated or directed to bring about loss or damage to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against the State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof.
  - v. Any attempt to perform any act as referred to in Clauses (i), (ii), (iii) and/or (iv) above.

- vi. If the Administrator alleges, by reason of Clause (i), (ii), (iii), (iv) or (v) above, that a Legal Representation Application is not covered by this SLG Membership Certificate Schedule, the burden of proving the contrary shall rest on the Benefit Holder.
- vii. Caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act (No. 85 of 1976) or any other similar Act operative in the Republic of South Africa to the extent that such fund covers the Legal Costs and Expenses.
- viii. Relating to any business whatsoever of which the fully paid-up Sandu member is a shareholder, director or part off.
- ix. Relating to any event that took place outside of the Republic of South Africa, provided that, if proceedings relating to such an event take place within the borders of the Republic of South Africa, the Administrator may in his discretion approve such Legal Representation Application.
- x. Relating to any civil claim by the State, Provincial or Local Government against the fully paid-up Sandu member unless such claim is related to the employment of the Benefit Holder.
- xi. If any statement has been made in terms of which the fully paid-up Sandu member prejudiced himself and/or SANDU and/or the Administrator or admitted liability; unless the Administrator deems it necessary and appropriate to approve such Legal Representation application.

### **SLG MEMBERSHIP CERTIFICATE**

The Benefit Holder: A fully paid-up SANDU Member issued with a membership number.

Legal Cost & Expenses Benefit: SLG Membership Benefit.

Postal Address of Benefit Holder: As per SANDU database.

Limit of Indemnity: R35 000,00 (Thirty-Five Thousand Rand), per Incident.

Waiting Period: This SLG Membership Benefit commences after receipt of the first SANDU/SLG Membership Fee Contribution towards SANDU, by a SANDU member.

SLG Membership Number: SANDU Membership Number.

The SLG fully paid-up Sandu member is to immediately contact the below institutions for assistance & advice, once he/she becomes aware of any incident that may give rise to a Legal Representation Application being made under this SLG Membership Benefit.

### **CONTACT DETAILS: (During Normal Working Hours)** **(Mondays to Fridays from 08:00 to 16:30)**

**SANDU / ULASA:** Tel: (012) 323 6465  
**WHATSAPP:** 066 319 7570 / 072 600 4378  
**E-MAIL:** [legal@sandu.co.za](mailto:legal@sandu.co.za)

### **CONTACT DETAILS: (After Normal Working Hours)** **(Fridays from 16:30 to Monday 08:00)**

**TEL:** (012) 940 0703 / 072 600 4378  
**E-MAIL:** [slg@sandu.co.za](mailto:slg@sandu.co.za)