

### Client Consent in terms of the Protection of Personal Information Act 2013

The Protection of Personal Information Act 4 of 2013 (POPIA) protects information personal to individuals and businesses. The owner of information is the data subject. All other relevant parties are deemed to be processors of personal information.

#### Purpose for processing your Personal Information

We collect, hold, use and may disclose your personal information mainly to provide you with access to the services that we provide. We will only process your information for a purpose you would reasonably expect, including:

- 1.To provide the services to you;
- 2.To send e-mail correspondence relating to the services and the progress of your claim;
- 3.To notify you of new developments that may be of interest to you;
- 4.To provide you with additional information and/or send marketing material relating to the services;
- 5.To confirm, verify and update your details; and
- 6.To comply with any legal and regulatory requirements.

Some of your information that we hold may include, your first and last name, email address, a home, postal or other physical address, other contact information, such as your email address, your title, birth date, gender, passport and travel information, your banking details. We will also conduct visual biometric data capturing by capturing your facial image in order to compare your captured facial image to that appearing on your passport for verification purposes.

#### Consent to Disclose and Share your information

We may need to share your information to provide advice, reports, analyses, or services that you have requested. Where we share your information, we will take all precautions to ensure that the third party will treat your information with the same level of protection as required by us. Your information may be hosted on servers managed by a third-party service provider, which may be located outside of South Africa.

We may need to transfer/share your personal information with the following third parties, in order to render the services, including but not limited to:

- 1.The South African Revenue Service;
- 2.If you are a resident of a foreign country, such foreign country's Revenue Services (only if applicable and required by law);
- 3.Banks and Foreign Exchange Trading Companies;
- 4.Department of Home Affairs;
- 5.Department responsible for International Affairs; and
- 6.Third party service providers such as Amazon (for visual biometric data capturing and invoicing purposes) and ChatGPT (for invoicing purposes).

#### Confirmation

I hereby confirm, by signing this form, that I hereby consent to the processing and disclosure of my personal information for purposes outlined in this consent form. Where I provide such consent on behalf of a natural or juristic person, I confirm that I have the necessary authority to do so. I further confirm that I am aware of the rights afforded in terms of POPIA, which includes but is not limited to:

- 1.Right to withdraw consent at any time;
- 2.Right of access to information;
- 3.Right to lodge complaints with the Information Regulator;
- 4.Right to object to processing; and
- 5.Right to request that my personal information be updated.

#### For enquiries:

Tel: +27 10 025 6371 Email: [info@vatrefundagency.co.za](mailto:info@vatrefundagency.co.za) [www.vatrefundagency.co.za](http://www.vatrefundagency.co.za)

PO Box 16949, Pretoria North, Gauteng, South Africa,  
0116



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# Disclaimer and POPIA consent form

## Disclaimer and Indemnification

- Kindly note that though proof of payment for the supply of movable goods exceeding R10 000 is required, the VRA may request proof of payment to verify the refund of tax in respect of movable goods exported where the consideration is less than R10 000. Proof of payment must, where applicable, be in compliance with the SARB requirements.
- No claims for refunds will be considered where the qualifying purchaser exports the movable goods more than ninety (90) days from the date of the invoice.
- No claims for refunds will be considered where the refund is not requested and fully motivated within three (3) months from date of export.
- Claims can also not be processed unless all documentation, as set out in paragraph 3 of VAT Export regulation No. 316, Government Gazette No. 37580, has been provided to the VRA.
- Kindly also note that the VRA is entitled to a prescribed commission of 1.3% (one point three percent) in respect of duly processed claims, which shall be deducted from the claim amount. Any incidental forex or transaction costs, to facilitate payment of the refund, will also be deducted from the claim amount.
- In the event of submissions via postal claims, it shall remain the responsibility of the qualifying purchaser to ensure that a reliable courier or postal service is utilized, which allows for the tracking of parcels. You agree to hold us harmless in the event that your postal submission does not reach our offices for whatsoever reason.
- Following capturing of your information, an email will automatically be sent to the email address provided by you in which the information captured is set out. It remains your responsibility to ensure that 1) you have received such email; and 2) the information set out therein is complete, true and correct. Our offices will not be held responsible where the information has been captured incorrectly and you have failed to notify our offices thereof.
- Though we will endeavor to process your claim timeously, it may happen that the process takes longer than anticipated, as we need, amongst others, to obtain additional information or documentation from you which was not necessarily requested at commencement of the process. You agree to indemnify and hold our office harmless in the event that there is a delay in the claim process.
- It shall at all times remain the responsibility of the qualifying purchaser to ensure that all documentation and information provided to the VRA are complete, true and correct.
- You hereby agree to indemnify and hold harmless the VAT Refund Agency and our affiliates and their respective officers, directors, employees, and their representatives against any damages, losses, and liabilities arising from claims not processed or approved by the VAT Refund Agency and/or the South African Revenue Service, other than due to gross negligence or willful misconduct.
- You hereby further agree to indemnify and hold harmless the VAT Refund Agency, our affiliates, and their officers, directors, employees, and representatives against any damages, losses, and liabilities resulting from unforeseen circumstances that may cause loss or damage to your documentation, such as fires, water leaks, and other similar events.

CLAIMANT NAME AND SURNAME

EMAIL ADDRESS

RESIDENTIAL ADDRESS

PHONE NUMBER

PASSPORT NUMBER

NATIONALITY

### BANKING DETAILS:

BANK ACCOUNT/IBAN NUMBER:

BANK NAME:

SWIFT CODE:

BRANCH NAME / CODE:

CURRENCY REQUEST IN WHICH REFUNDS ARE TO BE PAID:

USD	EUR	JPY	GBP	AUD	CAD	CHF	NZD	HKD	SZL
DKK	BWP	SGD	NOK	SEK	CNY	MUR	NAD	LSL	

Date

Place

Claimant signature

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