

DATE LAST MODIFIED: The terms of this policy were last updated on: 1 August 2023

1. INTERPRETATION

The headings of the clauses in this Policy are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Policy nor any clause hereof. Unless a contrary intention clearly appears:

1.1. words importing:

1.1.1. any one gender include the other two genders;

1.1.2. the singular include the plural and vice versa; and

1.1.3. natural persons include created entities (corporate or otherwise) and the state and vice versa;

1.2. the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1. **“Agreement”** means this Policy and all documents incorporated by reference;

1.2.2. **“Carlsdale”** means Carlsdale (Pty) Ltd a company with limited liability incorporated in terms of the company laws of South Africa with registration number **2022/692002/07**, the Company, and **“we”**, **“us”**, **“our”** and **“ours”** will have a corresponding meaning;

1.2.3. **“Client”** means any person, whether juristic or otherwise, requesting, purchasing, accessing and/or using the Company’s Goods or Service;

1.2.4. **“Child”** means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning him-or herself. Carlsdale will from time to time have to process Personal Information of a child who may belong to you, a Data Subject, for amongst other reasons employment and benefit related purposes, which use will require consent from the child’s parent or guardian;

1.2.5. **“Company”** means Carlsdale (Pty) Ltd a company with limited liability incorporated in terms of the company laws of South Africa with registration

number 2022/692002/07, the Company, and “we”, “us”, “our” and “ours” will have a corresponding meaning;

- 1.2.6. **"Consent"** means the consent, which you give to Carlsdale to process your Personal Information. This consent must be voluntary, specific and informed. Consent can be express or implied; implied meaning that consent may be demonstrated by way of your actions.
- 1.2.7. **"Data Subject"**, for the purposes of POPI, means a person to which personal information relates, and includes a Client, Service Provider, Employee (including applicants) and Supplier and the terms “you”, “your” and “yours” when used in this Policy means any Client, Service Provider, Employee and Supplier engaging with the Company and “use”, “using” and “used” means the requesting, purchasing, accessing and/or using the Company’s Goods or Services;
- 1.2.8. **"ECTA"** means the South African Electronic Communications and Transactions Act No. 25 of 2002;
- 1.2.9. **"Goods"** means any product or goods delivered or capable of being delivered by Carlsdale to Data Subjects which, inter alia, entails collecting, processing, and storing your personal information and making same available to third parties on the terms recorded herein;
- 1.2.10. **"Information Officer"** means the person appointed by us from time to time as contemplated by Part B of POPI, currently being the person nominated in clause 14 below;
- 1.2.11. **"Employee"** means a person that is engaged in a Contract of Employment with the Company and includes any prospective Employee who has engaged in an application for employment or recruitment process;
- 1.2.12. **"Minor"** means any person under the age of 18 (eighteen) years and “child” will have the same meaning;
- 1.2.13. **"PAIA"** means the Promotion of Access to Information Act 2 of 2000, including all regulations promulgated thereunder;
- 1.2.14. **PAIA Manual** means the document contemplated by clause 11 below, which can be obtained from the Information Officer via email;
- 1.2.15. **"Personal Information"** means Personal Information relating to any identifiable, living, natural person, and an identifiable, existing juristic person,

including, but not limited to; your name, address, contact details, date of birth, place of birth, identity number, passport number, bank details, details about your employment, tax number and financial information, dietary preferences; financial history, information about your next of kin and or dependents; information relating to your education or employment history;

- 1.2.16. **“Policy”** means this Policy and all documents incorporated by reference;
- 1.2.17. **“POPI”** means the Protection of Personal Information Act 4 of 2013, including all regulations, codes of conduct, compliance manuals and guidelines that may from time to time be promulgated thereunder;
- 1.2.18. **“Process”** or **“Processing”** means operations and activities related to collecting, receipt, recording, organisation, collating, storage, updating or modifying, retrieval, alteration, consultation and use, dissemination, transmission and sharing, deleting and destroying of personal information;
- 1.2.19. **“Regulator”** means the National Information Regulator established in terms of Part A of Chapter 5 of POPI;
- 1.2.20. **“Service”** means any service rendered or capable of being rendered by Carlsdale to Data Subjects which, inter alia, entails collecting, processing, and storing your personal information and making same available to third parties on the terms recorded herein;
- 1.2.21. **“Special Personal Information”** means Personal Information, relating to race, gender, pregnancy, national, ethnic or social origin, colour, physical or mental health, disability, criminal history, including offences committed or alleged to have been committed, membership of a trade union and biometric information, such as images, fingerprints and voiceprints, blood typing, DNA analysis, retinal scanning and voice recognition;
- 1.2.22. **“Terms of Engagement”** means the provisions as contained in this Policy.

2. POLICY APPLICATION CATEGORIES

- 2.1. This Policy together with the agreement and general acceptance of the terms contained herein apply to the following categories of persons, whether natural, juristic or otherwise:
 - 2.1.1. Clients, means any person, whether juristic or otherwise, requesting, purchasing, accessing and/or using the Company’s Goods or Service;

- 2.1.2. Employees, means a person that is engaged in a Contract of Employment with the Company and includes any prospective Employee who has engaged in an application for employment or recruitment process;
- 2.1.3. Suppliers and Service Providers, which refers to persons who are desirous of, or who provide Carlsdale with goods, and services; and
- 2.1.4. Regulators and Public Bodies: persons who the Company engages with in order to deliver its Goods or Services to you and to comply with its statutory obligations, including SARS, Department of Agriculture Forestry and Fisheries, Department of Labour etc.

3. **AGREEMENT AND GENERAL ACCEPTANCE OF THESE TERMS OF ENGAGEMENT**

- 3.1. By requesting, purchasing, accessing and/or using the Company's Goods or Service, you agree to these Terms of Engagement and all applicable annexures and hyperlinks hereto, which form a legally binding agreement ("**Agreement**"). If you do not agree, please do not proceed to engage with the Goods or Services of the Company.
- 3.2. Purchase of, access to and use of the Goods and Services provided by Carlsdale and the information, products and content available through the Goods and Services are subject to this Policy and to all applicable laws and regulations, including the provisions of ECTA, POPI and PAIA, where applicable.
- 3.3. All information provided by the Company in connection with the Goods or Services belongs to Carlsdale, unless indicated otherwise.
- 3.4. Any personal information you may supply while requesting, purchasing, accessing and/or using the Company's Goods or Service belongs proprietary to you, but Carlsdale has the right to make such information available to third parties and other stakeholders in terms of the consent you grant below. We deal with this aspect in more detail below.
- 3.5. By requesting, purchasing, accessing and/or using the Company's Goods or Service, you consent to us collecting, storing, disseminating and using your personal information, subject to the terms and conditions recorded herein. Please make sure you fully understand the extent of the consent you give us. We strictly adhere to the provisions of POPI and are here to assist you to fully understand your rights under said Act, too.
- 3.6. The Goods and Services may contain information received from third parties. The aforesaid third parties are responsible for ensuring that information submitted to us complies with all applicable laws and regulations. Carlsdale accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in information provided by third parties.

- 3.7. Carlsdale may at any time, without notice, impose further and additional Terms of Engagement relating to the request, access and/or use of the Company's Goods or Service. Your agreement to these Terms of Engagement automatically binds you to the additional Terms of Engagement.
- 3.8. The latest Terms of Engagement will be included in the Company's POPI Policy, and you should always review these Terms of Engagement prior to engaging with the Company to ensure that you have a current understanding of the Terms of Engagement under which you are permitted to request, access and use the Goods and Services. If you cannot access the Terms of Engagement provided or via the Internet, a copy of the most recent Terms of Engagement can be provided by e-mail upon request.

4. CONDITIONS OF ENGAGEMENT

If you request, engage, purchase, access and/or use the Goods and Services in any way, you warrant that:

- 4.1. You are 18 years and older and of sound mind;
- 4.2. You do so of your own free will without being coerced or unduly influenced thereto; and
- 4.3. Any information you may provide or documents you submit is truthful, correct and accurate and not in any way aimed at misleading or deceiving Carlsdale and does not infringe on any third party's intellectual property rights.

5. PROVISION OF INFORMATION AND EVIDENCE

- 5.1. You agree that any information or documents you provide or that you authorize us to use in the delivery of the Goods and Services may be viewed by third parties and may be viewed by any person visiting or participating in audits, compliance inspections and/or verification visits.
- 5.2. You understand and agree that we may monitor or review any information or documents you provide as part of your engagement with our Goods or Services. We may delete or destroy any information or documents, in whole or in part, that in our sole judgment violates this Agreement, is contrary to the spirit of Carlsdale or may harm the reputation of the Company.
- 5.3. By agreeing to these Terms of Engagement, you agree to the terms of our Privacy Policy.
- 5.4. We reserve the right to monitor your communications with us whether by hand, mail, voice, fax, electronic mail or any other form of transmission for the purposes of compliance, quality control, security, audits and other business needs.

- 5.5. Notwithstanding the foregoing, all personal data provided to us as a result of your engagement with the Goods and Services will be handled in accordance with our Privacy Policy and in adherence with POPI.

6. PERSONAL INFORMATION

- 6.1. By requesting and engaging our Services, you will be providing us with certain information personal to you. Where applicable, this information may include:

For Clients (Account Holders) and/or Suppliers – Natural Persons, Trusts and Partnerships

- 6.1.1. Your full name, surname and identity number (certified copy of ID required);
- 6.1.2. Your home address together with acceptable proof of address;
- 6.1.3. Your cell phone contact number;
- 6.1.4. Your email address;
- 6.1.5. Your date of birth;
- 6.1.6. Marital status and information of spouse if married in community of property;
- 6.1.7. Your preferred language;
- 6.1.8. Your sex;
- 6.1.9. Your race;
- 6.1.10. Your financial position and economic status;
- 6.1.11. Your physical health and disability status;
- 6.1.12. VAT and Tax information;
- 6.1.13. BBBEE compliance status;
- 6.1.14. SARS registrations and licences;
- 6.1.15. Liquor License and/or National Distribution License;
- 6.1.16. Police clearance – criminal and charge history.

For Clients (Account Holders) and/or Suppliers – Juristic Persons or otherwise

- 6.1.17. Your registration details and documents;

- 6.1.18. Your address and contact details;
- 6.1.19. Responsible person full name, surname and identity number (certified copy of identity document required);
- 6.1.20. Responsible person contact number and Email address;
- 6.1.21. VAT and Tax information;
- 6.1.22. BBBEE compliance status;
- 6.1.23. SARS registrations and licences;
- 6.1.24. Liquor License and/or National Distribution License;
- 6.1.25. Police clearance – criminal and charge history for responsible person.

For Employees and applicants for Employment

- 6.1.26. Your full name, surname and identity number (certified copy of ID required);
- 6.1.27. Your home address together with acceptable proof of address;
- 6.1.28. Your cell phone contact number;
- 6.1.29. Your email address;
- 6.1.30. Your date of birth;
- 6.1.31. Marital and family status including dependants;
- 6.1.32. Your preferred language;
- 6.1.33. Your sex;
- 6.1.34. Your race;
- 6.1.35. Your school documents, certificates, qualifications and/or any documentation validating formal learning recognition;
- 6.1.36. Your employment history;
- 6.1.37. Tax number and related information;
- 6.1.38. Your financial position and economic status;
- 6.1.39. Your physical health and disability status;

6.1.40. Police clearance – criminal and charge history.

(Hereinafter referred to as “**your personal information**”)

- 6.2. You may further submit information, documentation or evidence while engaging in the Service or purchasing Goods. If you do so, please bear in mind that such information, documentation or evidence may contain more information about yourself, which may include information related to your religious and philosophic beliefs, race and ethnic origin, trade union membership, political persuasions, health or sex life (hereinafter referred to as “**your private information**”), which information is treated as special personal information in terms of POPI.
- 6.3. For billing purposes, you will also provide us with your credit card, banking details or other billing information reasonable required for you pay us or for us to pay you. These we will keep strictly confidential and not disclose to any other party whatsoever. Carlsdale keeps all financial information that it records strictly confidential and will not disclose it to any third party that has no right or title to the information.
- 6.4. In respect of Suppliers, you are required to provide proof of your banking details in order for us to register and authenticate your payment details and to load your payment. Your banking details will be kept strictly confidential and will not be disclosed to any other party whatsoever. Carlsdale keeps all financial information that it records strictly confidential and will not disclose it to any third party without your further consent.
- 6.5. In processing your personal and private information, we adhere to all legislative requirements, including the requirements of accountability, processing limitation, purpose specific, further processing limitation, information quality, openness, security safeguards and data subject participation, as referred to in clauses 8 to 25 of POPI.
- 6.6. You provide us with the information entirely voluntarily. Bear in mind however that where you refuse to provide us certain information, which may be your right to do, it may make it impossible for us to deliver Goods and/or render our Service to you, which may cause you to forfeit the entire transaction.
- 6.7. You always have the right, as more fully provided for herein, to:
- 6.7.1. Have notice of the information we collect from you and to be notified of any unauthorised use of or access to your information;
 - 6.7.2. Have access to your personal information kept by us, and to request changes or corrections thereto or deletions or destruction thereof;

- 6.7.3. Object to the processing or use of your personal information (if you wish to lodge any such objection, please use the following prescribed form to do so: **Annexure A – Form 1**;
 - 6.7.4. Object to any direct marketing practice;
 - 6.7.5. Not have your personal information used for direct marketing purposes without your consent;
 - 6.7.6. Submit complaints to the Regulator; and
 - 6.7.7. To institute civil proceedings as contemplated by section 99 of POPI.
- 6.8. Carlsdale will not be held liable for any personal information that you disclose to a third party. Ensure that you refer to that third party's privacy policy before you disclose any of your personal or private information.

7. **CONSENT TO PROCESSING**

- 7.1. By accepting the terms contained herein, you consent to us processing your personal information for the following purposes:

For Clients and Suppliers – Natural or Juristic Persons

- 7.1.1. Concluding a transaction with you in the ordinary course of business;
- 7.1.2. Conduct FICA verification as a responsible party;
- 7.1.3. Ongoing due diligence processes, including but not limited to; obtaining and verifying your details and/or credentials, such as receiving and verifying your identity, registration documents, licenses and registrations, contract performance history, financial, credit and tax status and history, and/or any other performance and compliance related history;
- 7.1.4. Operations and Project Management, in order to communicate, plan, coordinate and control Goods and Service delivery to you and to ensure you comply with policies, contracts or legal requirements;
- 7.1.5. Communicate with you about our Goods and Services;
- 7.1.6. Communicate with you by email, phone, social media or mobile device about our Goods and Services;

- 7.1.7. Conduct research and analysis of your information and purchasing patterns to improve our Goods and Services;
- 7.1.8. Develop new Goods and Services;
- 7.1.9. Comply with legal requirements and reporting standards;
- 7.1.10. BBBEE Audits and/or Verifications and EEA evaluations;
- 7.1.11. Assist law enforcement; and
- 7.1.12. Enforce or exercise our rights.

For Employees and Applicants for Employment

- 7.2.1 Register and induct you with Carlsdale as an Employee;
 - 7.2.2 Register you for PAYE with Carlsdale;
 - 7.2.3 Register you as a Carlsdale employee with the relevant industry regulatory body;
 - 7.2.4 Facilitating delivery of employee services to you;
 - 7.2.5 Verify your employment history, qualifications, certificates etc.;
 - 7.2.6 Facilitate and make payment to you;
 - 7.2.7 Communicate with you about our Goods and Services;
 - 7.2.8 Communicate with you by email, phone, social media or mobile device in respect of your employment with us;
 - 7.2.9 Conduct research and analysis of Employees results to improve our relationship and processes;
 - 7.2.10 Comply with legal requirements;
 - 7.2.11 BBBEE Audits and/or Verifications and EEA evaluations;
 - 7.2.12 Assist law enforcement; and
 - 7.2.13 Enforce or exercise our rights.
- 7.3 As for your private information, you consent to us processing this information for the limited purpose of:
- 7.3.1 BBBEE compliance and EEA reporting;

- 7.3.2 VAT and Tax compliance and reporting;
- 7.3.3 Investigating any complaints of infringement of another User's rights, breach of the provisions of our Terms of Engagement or other rules and Learner misconduct;
- 7.3.4 Enforcing our rights;
- 7.3.5 Aiding any criminal investigation; or
- 7.3.6 If subpoenaed in any civil proceedings.
- 7.4 We will not process your personal or special personal information beyond what is reasonably required for the aforesaid purposes.
- 7.5 You may at any time withdraw your consent for us to process your information. In this regard, please bear in mind that:
 - 7.5.1 You need to advise us in writing;
 - 7.5.2 You need to give us a reasonable time to process and give effect to your request; and
 - 7.5.3 Your request may lead to cancellation of the transaction or account and lead to the termination of any Services to you.
- 7.6 Please bear in mind that you may also at any time lodge an objection with us or the Regulator if you feel we are not processing your information lawfully.

8 CROSS-COLLECTION CONSENT

- 8.1 We collect your personal information from you directly. The information used to register you as a Client, Supplier or Employee with the various regulatory bodies or industry stakeholders will give us access to personal information you may not have provided directly to us, and you hereby consent to us accessing such personal information from regulatory bodies or industry stakeholders as may be reasonably necessary for the purpose of entering into a transaction with you, delivering our Goods to you or rendering our Services to you.
- 8.2 All information we may collect from such other sources shall be dealt with in accordance with these Terms of Engagement.

9 RETENTION OF INFORMATION

- 9.1 In addition to you consenting to us processing your information, you also consent to us retaining and storing it. You consent to us storing your information for a period no less than 5 years from the date we cease trading, and in the following cases;

For SARS and/or any other Regulatory Body or Industry Stakeholder

- 9.1.1 A period of no less than 7 years, or such other period prescribed by prevailing legislation at the time, from the date we cease trading.
- 9.2 We retain and store your information even after the transaction or you have terminated your account with us for the following limited purposes:
- 9.2.1 For further transactions, should you wish to do so in the near future;
- 9.2.2 For verification, compliance or auditing purposes; and
- 9.2.3 For purposes of internal research and further Goods or Services development.
- 9.3 You may instruct us, in writing, to permanently delete all information we retain on your behalf at any time. We will then destroy it physically and digitally in such a manner that no person can use it or reconstruct it in any way again. You can find the applicable request form here: **Annexure B – Form 2**.

10 PROCESSING

- 10.1 Calsdale may also be required to use your information for purposes of third-party verifications, audits, compliance inspections or site visits required from time-to-time, and you consent thereto, subject to these terms.
- 10.2 In this regard, please note that:
- 10.2.1 Where we make your information available to any third-party, it will be subject to the same or similar terms of privacy and confidentiality as recorded herein;
- 10.2.2 It will be for the purposes of review and verification only;
- 10.2.3 Your information will not be used for any other purpose other than for delivering our Goods and Services to you, quality assurance, verification, compliance and reporting.

11 DIRECT MARKETING

- 11.1 Carlsdale will in no way process or share your personal information for the purposes of conducting any direct marketing activities without your express consent.
- 11.2 Upon Carlsdale contemplating any direct marketing campaigns that require your personal information to be processed, Carlsdale will obtain your full consent to receiving direct marketing communication prior to launching same.
- 11.3 In the event that you receive any unwarranted direct marketing material purportedly originating from Carlsdale, and without your consent, you are obliged to inform us so that we can ascertain whether consent had been given or to report the source of the unsolicited marketing contact.

12 PROMOTION OF ACCESS TO INFORMATION

- 12.1 We have to comply with PAIA alongside POPI and, to this end, make available our PAIA manual as contemplated by section 51 of PAIA (read in conjunction with section 17 of POPI) in hard copy at our registered address or on request from the Information Officer via email.
- 12.2 Any request for information you may wish to direct to us is to be addressed, and will be dealt with, as provided for in the above PAIA Manual. We undertake to provide you with such information as may be lawfully permitted and required.

13 SECURITY SAFEGUARDS

- 13.1 The Company will take all reasonable steps to ensure that your personal information is kept confidential and secure by storing it on our secure database.
- 13.2 We make use of the latest virus protection and firewall technology to safeguard your personal information. If you have any queries on the safety systems we use, you may direct your enquiry to our Information Officer.
- 13.3 We undertake to notify you as soon as reasonably possible via your preferred contact method and via separate email to the email address linked to your registration should we become aware of any security breaches or unlawful access to or use of your personal information.

14 INFORMATION OFFICER, OBJECTIONS, QUERIES AND COMPLAINTS

- 14.1 Please direct all objections, queries and complaints to our Information Officer, who's details are as follows:

Dr. GR CARELSE
4 Punt Close, Punts Estate, Elfindale, Western Cape
071 114 9772
docgp28@hotmail.com

14.2 If you wish to lodge an objection to any aspect of our processing of your personal information, please make use of the following objection form: **Annexure A – Form 1**.

14.3 Our Information Officer will:

14.3.1 Ensure that we comply with these terms and all provisions of POPI, ECTA and PAIA;

14.3.2 Receive, process and deal with any query and complaint, as required; and

14.3.3 Provide assistance to the Regulator, when needed.

14.4 Should you wish to direct a complaint directly to the Regulator via email at
COMPLAINTS: POPIAComplaints@inforegulator.org.za
PAIAComplaints@inforegulator.org.za

GENERAL QUERIES: enquiries@inforegulator.org.za

14.5 The Regulator offices are located at:

*JD House
27 Stiemens Street
Braamfontein
Johannesburg 2001
POPIAComplaints@inforegulator.org.za*

15 INDEMNITY AND RELEASE

You agree to indemnify, release and hold Carlsdale, as well as our officers, directors, agents, representatives and employees, harmless from any claim, liability, loss, expense or demand, including legal fees, related to your violation of these Terms of Engagement or your supply of any of the information to request, access, purchase or use the Goods and Services available to you through Carlsdale.

16 WAIVER

16.1 Carlsdale's failure at any time to require performance of any provision of these Terms of Engagement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right and any and/or all waivers must be in writing.



16.2 Unless the written waiver contains an express statement to the contrary, no waiver by Carlsdale of any breach of any provision of these Terms of Engagement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Engagement.

17 LAW & JURISDICTION

17.1 The Goods and Services are controlled and operated by Carlsdale from its offices within the Republic of South Africa and make no representation that the information contained herein is appropriate or available for use in other locations outside South Africa.

17.2 You agree that the laws of the Republic of South Africa shall govern any controversy or claim of whatever nature arising out of or relating to your engagement with the Company, without regard to any conflict of law provisions, and you hereby irrevocably consent and submit yourself to the personal jurisdiction of the courts of the Republic of South Africa for all such purposes.

17.3 The foregoing notwithstanding, we retain the right to bring legal proceedings in any jurisdiction where we believe that breach of this agreement is taking place or originating.

DATE	ACTION + OUTCOME	APPROVED BY	SIGNATURE
29 June 2023	Review POPI Policy	GR CARELSE	
1 August 2023	Approved	GR CARELSE	

ANNEXURE A – FORM 1

FORM 1
OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF
SECTION 11(3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.
4 OF 2013)

REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018
[Regulation 2]

Note:

1. *Affidavits or other documentary evidence as applicable in support of the objection may be attached.*
2. *If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.*
3. *Complete as is applicable.*

A	DETAILS OF DATA SUBJECT
Name(s) and surname/ registered name of data subject:	
Unique Identifier/ Identity Number	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	
B	DETAILS OF RESPONSIBLE PARTY
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	
C	REASONS FOR OBJECTION IN TERMS OF SECTION 11(1)(d) to (f) (Please provide detailed reasons for the objection)

Signed at this day of20.....

Signature of data subject/designated person

ANNEXURE B – FORM 2

FORM2

**REQUEST FOR CORRECTION OR DELETION OF PERSONAL INFORMATION OR
DESTROYING OR DELETION OF RECORD OF PERSONAL INFORMATION IN TERMS OF
SECTION 24(1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO.
4 OF 2013)**

**REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018
[Regulation 3]**

Note:

1. *Affidavits or other documentary evidence as applicable in support of the request may be attached.*
2. *If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.*
3. *Complete as is applicable.*

Mark the appropriate box with an "x".

Request for:

Correction or deletion of the personal information about the data subject which is in possession or under the control of the responsible party.

Destroying or deletion of a record of personal information about the data subject which is in possession or under the control of the responsible party and who is no longer authorised to retain the record of information.

A	DETAILS OF THE DATA SUBJECT
Name(s) and surname/ registered name of data subject:	
Unique identifier/ Identity Number:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/E-mail address:	
B	DETAILS OF RESPONSIBLE PARTY
Name(s) and surname/ registered name of responsible party:	
Residential, postal or business address:	
	Code (
Contact number(s):	

Fax number/ E-mail address:	
C	INFORMATION TO BE CORRECTED/DELETED/ DESTROYED/ DESTROYED
D	REASONS FOR *CORRECTION OR DELETION OF THE PERSONAL INFORMATION ABOUT THE DATA SUBJECT IN TERMS OF SECTION 24(1)(a) WHICH IS IN POSSESSION OR UNDER THE CONTROL OF THE RESPONSIBLE PARTY ; and or REASONS FOR *DESTRUCTION OR DELETION OF A RECORD OF PERSONAL INFORMATION ABOUT THE DATA SUBJECT IN TERMS OF SECTION 24(1)(b) WHICH THE RESPONSIBLE PARTY IS NO LONGER AUTHORISED TO RETAIN. <i>(Please provide detailed reasons for the request)</i>

Signed at this day of20.....

Signature of data subject/ designated person

ANNEXURE C – FORM 5

FORMS

COMPLAINT REGARDING INTERFERENCE WITH THE PROTECTION OF PERSONAL INFORMATION/COMPLAINT REGARDING DETERMINATION OF AN ADJUDICATOR IN TERMS OF SECTION 74 OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)

REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018
[Regulation 7]

Note:

1. *Affidavits or other documentary evidence as applicable in support of the request may be attached.*
2. *If the space provided for in this Form is inadequate, submit information as an Annexure to this Form and sign each page.*
3. *Complete as is applicable.*

Mark the appropriate box with an "x".

Complaint regarding:

Alleged interference with the protection of personal information

D

Determination of an adjudicator.

PART I	ALLEGED INTERFERENCE WITH THE PROTECTION OF THE PERSONAL INFORMATION IN TERMS OF SECTION 74(1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (Act No. 4 of 2013)
A	PARTICULARS OF COMPLAINANT
Name(s) and surname / registered name of data subject:	
Unique Identifier/Identity Number:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	

B	PARTICULARS OF RESPONSIBLE PARTY INTERFERING WITH PERSONAL INFORMATION
Name(s) and surname/ Registered name of responsible party:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	
C	REASONS FOR COMPLAINT(Please provide detailed reasons for the complaint)
PARTII	COMPLAINT REGARDING DETERMINATION OF ADJUDICATOR IN TERMS OF SECTION 74(2) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013)
A	PARTICULARS OF COMPLAINANT
Name(s) and surname/ registered name of data subject:	
Unique Identifier/ Identity Number:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	
B	PARTICULARS OF ADJUDICATOR AND RESPONSIBLE PARTY
Name(s) and surname of adjudicator:	

Name(s) and surname of responsible party /registered name:	
Residential, postal or business address:	
	Code (
Contact number(s):	
Fax number/ E-mail address:	
C	REASONS FOR COMPLAINT <i>(Please provide detailed reasons for the grievance)</i>

Signed at this day of20.....

Signature of data subject/ designated person