

Richmond Hill SRA NPC
(Registration number 2014/257578/08)
Annual financial statements
for the year ended 30 June 2022

Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

GENERAL INFORMATION

Country of incorporation and domicile	South Africa
Nature of business and principal activities	Community based private urban management
Directors	Rory Owen Norton Scott Mackinnon Rollo Claerwen Joy Hart Rochelle Jordaan Edward Richardson
Registered office	2a St Philips Street Richmond Hill Port Elizabeth 6001
Business address	2a St Philips Street Richmond Hill Port Elizabeth 6001
Postal address	2a St Philips Street Richmond Hill Port Elizabeth 6001
Bankers	Standard Bank
Company registration number	2014/257578/08
Tax reference number	9133691197
Level of assurance	These annual financial statements have been audited in compliance with the applicable requirements of the Companies Act of South Africa.



Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

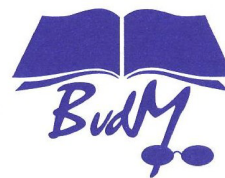
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BRADLEY & VAN DER MERWE
CHARTERED ACCOUNTANTS

A BUSINESS SOLUTION FOR SME'S

INDEPENDENT AUDITOR'S REPORT

To the Directors of Richmond Hill SRA NPC

Opinion

We have audited the annual financial statements of Richmond Hill SRA NPC (the company) set out on pages 8 to 15, which comprise the statement of financial position as at 30 June 2022, statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and the notes to the annual financial statements, including a summary of significant accounting policies.

In our opinion, the annual financial statements present fairly, in all material respects, the financial position of Richmond Hill SRA NPC as at 30 June 2022, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Annual Financial Statements section of our report. We are independent of the company in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of annual financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Other Information

The directors are responsible for the other information. The other information comprises the information included in the document titled "Richmond Hill SRA NPC annual financial statements for the year ended 30 June 2022", which includes the Directors' Report as required by the Companies Act of South Africa and the supplementary information as set out on pages 9 to 16. The other information does not include the annual financial statements and our auditor's report thereon.

Our opinion on the annual financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the annual financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the annual financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

INDEPENDENT AUDITOR'S REPORT

Responsibilities of the Directors for the Annual Financial Statements

The directors are responsible for the preparation and fair presentation of the annual financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa, and for such internal control as the directors determine is necessary to enable the preparation of annual financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the annual financial statements, the directors are responsible for assessing the company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors either intend to liquidate the company or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Annual Financial Statements

Our objectives are to obtain reasonable assurance about whether the annual financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these annual financial statements.

As part of an audit in accordance with International Standards on Auditing, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the annual financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the annual financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the annual financial statements, including the disclosures, and whether the annual financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Bradley & van der Merwe
JP van der Merwe
Chartered Accountant (SA)
Registered Auditor
Membership number: 621552

21 October 2022
Port Elizabeth

Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

DIRECTORS' RESPONSIBILITIES AND APPROVAL

The directors are required by the Companies Act of South Africa, to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements fairly present the state of affairs of the company as at the end of the financial year and the results of its operations and cash flows for the period then ended, in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities. The external auditors are engaged to express an independent opinion on the annual financial statements.

The annual financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgements and estimates.

The directors acknowledge that they are ultimately responsible for the system of internal financial control established by the company and place considerable importance on maintaining a strong control environment. To enable the directors to meet these responsibilities, the directors sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the company and all employees are required to maintain the highest ethical standards in ensuring the company's business is conducted in a manner that in all reasonable circumstances is above reproach. The focus of risk management in the company is on identifying, assessing, managing and monitoring all known forms of risk across the company. While operating risk cannot be fully eliminated, the company endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The directors are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss.

The directors have reviewed the company's cash flow forecast for the year to 30 June 2023 and, in the light of this review and the current financial position, they are satisfied that the company has or has access to adequate resources to continue in operational existence for the foreseeable future.

The external auditors are responsible for independently auditing and reporting on the company's annual financial statements. The annual financial statements have been examined by the company's external auditors and their report is presented on pages 3 to 4.

Rory Owen Norton

Scott Mackinnon Rollo

Claerwen Joy Hart

Rochelle Jordaan

Edward Richardson



Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

DIRECTORS' REPORT

The directors have pleasure in submitting their report on the annual financial statements of Richmond Hill SRA NPC for the year ended 30 June 2022.

1. Nature of business

Richmond Hill SRA NPC was incorporated in South Africa with interests in the Non-profit industry. The company operates in South Africa.

There have been no material changes to the nature of the company's business from the prior year.

2. Review of financial results and activities

The annual financial statements have been prepared in accordance with International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Companies Act of South Africa. The accounting policies have been applied consistently compared to the prior year.

Full details of the financial position, results of operations and cash flows of the company are set out in these annual financial statements.

3. Directors

The directors in office at the date of this report are as follows:

Directors

Rory Owen Norton
 Scott Mackinnon Rollo
 Claerwen Joy Hart
 Rochelle Jordaan
 Edward Richardson

4. Property, plant and equipment

There was no change in the nature of the property, plant and equipment of the company or in the policy regarding their use.

At 30 June 2022 the company's investment in property, plant and equipment amounted to R84,272 (2021:R70,472), of which R30,581 (2021: R11,654) was added in the current year through additions.

5. Special resolutions

No special resolutions, the nature of which might be significant to the shareholders in their appreciation of the state of affairs of the company were made by the company during the period covered by this report.

6. Events after the reporting period

The directors are not aware of any material event which occurred after the reporting date and up to the date of this report.

7. Going concern

We draw attention to the fact that at 30 June 2022, the company had accumulated profits of R 1,117,986 and that the company's total assets exceed its liabilities by R 1,117,985.

The annual financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

8. Auditors

Bradley & van der Merwe continued in office as auditors for the company for 2022.

At the AGM, the directors will be requested to reappoint Bradley & van der Merwe as the independent external auditors of the company and to confirm Mr JP van der Merwer as the designated lead audit partner for the 2023 financial year.



Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

DIRECTORS' REPORT

9. Secretary

The company secretary is BVDM Professional Accountants CC.

Postal address

Postnet Suite 82
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Business address

30 Pickering Street
Newton Park
Port Elizabeth
6045



Richmond Hill SRA NPC

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Annual Financial Statements for the year ended 30 June 2022

STATEMENT OF FINANCIAL POSITION AS AT 30 JUNE 2022

Figures in Rand	Notes	2022	2021
Assets			
Non-Current Assets			
Property, plant and equipment	2	84,272	70,472
Current Assets			
Trade and other receivables	3	250,637	242,744
Cash and cash equivalents	4	819,481	1,007,366
		1,070,118	1,250,110
Total Assets		1,154,390	1,320,582
Equity and Liabilities			
Equity			
Accumulated surplus		1,117,985	1,267,025
Liabilities			
Current Liabilities			
Trade and other payables	5	36,405	53,557
Total Equity and Liabilities		1,154,390	1,320,582

Richmond Hill SRA NPC

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Annual Financial Statements for the year ended 30 June 2022

STATEMENT OF COMPREHENSIVE INCOME

Figures in Rand	Notes	2022	2021
Revenue			
Rendering of services		1,799,260	1,471,455
Other income			
Donations		7,700	6,000
Operating expenses			
Accounting fees		-	1,081
Administration and management fees		11,453	9,738
Advertising		1,717	1,609
Auditor's remuneration	12	10,200	9,730
Bank charges		2,575	2,873
Cleaning		47,397	22,242
Consulting and professional fees		12,214	13,436
Depreciation		16,781	42,592
Donations		8,000	2,501
Employee costs		438,897	423,938
Independent contractors		-	8,750
Insurance		23,289	21,683
Lease rentals on operating lease		53,917	45,551
Motor vehicle expenses		36,225	21,066
Office expenses		3,484	8,427
Petrol and oil		75,096	46,954
Printing and stationery		529	1,491
Project expenses		232,038	5,720
Repairs and maintenance		7,242	5,760
Security		982,951	621,311
Staff welfare		2,967	2,633
Subscriptions		1,252	1,172
Telephone and fax		17,928	9,569
		1,986,152	1,329,827
Operating (deficit) surplus			
Investment income	9	(179,192)	147,628
Finance costs	10	30,152	29,222
		-	(6,399)
		30,152	22,823
(Deficit) surplus for the year			
Other comprehensive surplus		(149,040)	170,451
		-	-
Total comprehensive (deficit) surplus for the year			
		(149,040)	170,451

Richmond Hill SRA NPC

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Annual Financial Statements for the year ended 30 June 2022

STATEMENT OF CHANGES IN EQUITY

Figures in Rand	Accumulated surplus	Total equity
Balance at 01 July 2020	1,096,574	1,096,574
Surplus for the year	170,451	170,451
Other comprehensive surplus	-	-
Total comprehensive surplus for the year	170,451	170,451
Balance at 01 July 2021	1,267,025	1,267,025
Deficit for the year	(149,040)	(149,040)
Other comprehensive surplus	-	-
Total comprehensive deficit for the year	(149,040)	(149,040)
Balance at 30 June 2022	1,117,985	1,117,985

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Annual Financial Statements for the year ended 30 June 2022

STATEMENT OF CASH FLOWS

Figures in Rand	Notes	2022	2021
Cash flows from operating activities			
Cash (used in) generated from operations	13	(187,456)	130,873
Interest income		30,152	29,222
Finance costs		-	(6,399)
Net cash from operating activities		(157,304)	153,696
Cash flows from investing activities			
Purchase of property, plant and equipment	2	(30,581)	(11,654)
Total cash movement for the year		(187,885)	142,042
Cash at the beginning of the year		1,007,366	865,324
Total cash at end of the year	4	819,481	1,007,366

Richmond Hill SRA NPC

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Annual Financial Statements for the year ended 30 June 2022

ACCOUNTING POLICIES

1. Basis of preparation and summary of significant accounting policies

The annual financial statements have been prepared on a going concern basis in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and the Companies Act of South Africa. The annual financial statements have been prepared on the historical cost basis, except for biological assets at fair value less point of sale costs, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the company holds for its own use or for rental to others and which are expected to be used for more than one period.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the company and the cost can be measured reliably. Day to day servicing costs are included in profit or loss in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the company.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
Motor vehicles	Straight line	5 years
Office equipment	Straight line	5 years
Equipment - Environmental activities	Straight line	4 years

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in profit or loss when the item is derecognised.

1.2 Revenue

Revenue is recognised to the extent that the company has transferred the significant risks and rewards of ownership of goods to the buyer, or has rendered services under an agreement provided the amount of revenue can be measured reliably and it is probable that economic benefits associated with the transaction will flow to the company. Revenue is measured at the fair value of the consideration received or receivable, excluding sales taxes and discounts.

Interest is recognised, in profit or loss, using the effective interest rate method.

1.3 Borrowing costs

Borrowing costs are recognised as an expense in the period in which they are incurred.



Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Figures in Rand

2022

2021

2. Property, plant and equipment

	2022			2021		
	Cost	Accumulated depreciation	Carrying value	Cost	Accumulated depreciation	Carrying value
Motor vehicles	191,141	(137,947)	53,194	191,141	(137,947)	53,194
Office equipment	49,998	(20,681)	29,317	19,416	(3,899)	15,517
Equipment - Environmental activities	17,163	(15,402)	1,761	17,163	(15,402)	1,761
Leasehold improvements	3,519	(3,519)	-	3,519	(3,519)	-
Total	261,821	(177,549)	84,272	231,239	(160,767)	70,472

Reconciliation of property, plant and equipment - 2022

	Opening balance	Additions	Depreciation	Closing balance
Motor vehicles	53,194	-	-	53,194
Office equipment	15,517	30,581	(16,781)	29,317
Equipment - Environmental activities	1,761	-	-	1,761
	70,472	30,581	(16,781)	84,272

Reconciliation of property, plant and equipment - 2021

	Opening balance	Additions	Depreciation	Closing balance
Motor vehicles	90,742	-	(37,548)	53,194
Office equipment	6,241	11,169	(1,893)	15,517
Equipment - Environmental activities	4,427	485	(3,151)	1,761
	101,410	11,654	(42,592)	70,472

3. Trade and other receivables

Trade receivables	193,775	181,562
Employee costs in advance	6,201	11,500
Deposits	8,400	8,400
VAT	42,261	41,282
	250,637	242,744

4. Cash and cash equivalents

Cash and cash equivalents consist of:

Cash on hand	-	(461)
Bank balances	819,481	1,007,827
	819,481	1,007,366

5. Trade and other payables

Payroll liabilities	25,066	41,287
Accrued audit fees	11,339	12,270
	36,405	53,557

6. Revenue

Rendering of services	1,799,260	1,471,455
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Richmond Hill SRA NPC

(Registration number: 2014/257578/08)

Annual Financial Statements for the year ended 30 June 2022

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Figures in Rand	2022	2021
7. Other income		
Donations	7,700	6,000
8. Employee cost		
Employee costs		
Basic	432,100	417,141
UIF	6,797	6,797
	438,897	423,938
9. Investment revenue		
Interest revenue		
Bank	30,152	29,222
10. Finance costs		
Bank	-	6,399
11. Taxation		
Major components of the tax expense		
No provision has been made for 2022 tax as the company has no taxable income. The company is registered as a non-profit company with SARS and is exempt for income tax purposes.		
12. Auditor's remuneration		
Fees	9,910	9,440
Tax and secretarial services	290	290
	10,200	9,730
13. Cash (used in) generated from operations		
(Deficit) surplus before taxation	(149,040)	170,451
Adjustments for:		
Depreciation and amortisation	16,781	42,592
Interest received	(30,152)	(29,222)
Finance costs	-	6,399
Changes in working capital:		
Trade and other receivables	(7,893)	(101,570)
Trade and other payables	(17,152)	42,223
	(187,456)	130,873



Richmond Hill SRA NPC

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Annual Financial Statements for the year ended 30 June 2022

NOTES TO THE ANNUAL FINANCIAL STATEMENTS

Figures in Rand

14. Directors' and prescribed officer's remuneration

No emoluments were paid to the directors or any individuals holding a prescribed office during the year.

Richmond Hill SRA NPC

(Taxpayer reference number 9133691197)

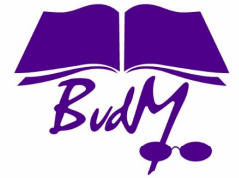
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Annual Financial Statements for the year ended 30 June 2022

TAX COMPUTATION

Figures in Rand	2022
Net loss per income statement	(149,040)
Permanent differences (Non-deductible/Non taxable items)	
Donations (s18A)	8,000
Temporary differences	
(Surplus)/ deficit exempt as per tax exempt entity	141,040
	-
Tax thereon @ 28%	-

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Website: www.bvdm.co.za



BRADLEY & VAN DER MERWE
CHARTERED ACCOUNTANTS
A BUSINESS SOLUTION FOR SME'S

13 September 2022

To the Trustees
Richmond Hill SRA 2022NPC
2a St Philips Street
Richmond Hill
Port Elizabeth
6001

You have requested that we audit the financial statements of Richmond Hill SRA NPC, which comprise the statement of financial position and the statement of comprehensive income, statement of changes in equity and statement of cash flows, and notes to the financial statements, including a summary of significant accounting policies. We are pleased to confirm our acceptance and understanding of this engagement as auditors. This letter sets forth our understanding of the terms and objectives of our engagement, and the nature and scope of the services we will provide as well as both the responsibilities we have and the areas where you as the client retain responsibility. The issue of this letter of engagement is recommended practice by the International Federation of Accountants. It does not seek to limit our professional responsibilities below the standards that are expected of our profession. The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with International Standards on Auditing (ISAs) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

We have been engaged to audit and report on the annual financial statements of the company to be presented to the shareholders. Accordingly, we are required by the Companies Act, 2008 to carry out our audit free of any restrictions. Although we will be pleased to advise and assist, the maintenance of proper accounting records and the preparation of the financial statements are the responsibilities of management. Your responsibilities include fair presentation, in all material aspects, of the financial position, financial performance and cash flow of the company, in compliance with Add on required in 10.20 and in the manner required by the Companies Act, 2008. Our responsibility is to express our opinion on these financial statements.

We will conduct our audit in accordance with International Standards on Auditing ('ISAs'). Those Standards require that we comply with ethical requirements. As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional scepticism throughout the audit.

We also:

- (a) Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- (b) The audit will include such tests of transactions and of the existence, ownership and valuation of assets and liabilities, as we consider necessary.
- (c) Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies in internal control relevant to the audit of the financial statements that we have identified during the audit.
- (d) Evaluate the appropriateness of the accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- (e) Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditors's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- (f) Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, there is an unavoidable risk that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with ISAs.

Our work will be planned in advance and incorporated into an audit plan. This may be varied on the basis of our findings during the course of the audit and from year to year.

Accordingly, we may modify our audit scope, rotate our audit emphasis and propose matters of special audit emphasis, as the circumstances dictate.

The concept of materiality affects our audit planning and our consideration of matters arising from our audit. We take into account, both qualitative and quantitative factors when assessing materiality. Because our responsibilities are to report on the financial statements as a whole, rather than those of individual units or divisions, the nature and extent of our tests and enquiries at each unit or division will vary according to our assessment of its circumstances. Thus, we will carry out limited work at certain units or divisions, rather than the full audit that would be necessary if we were to report on the separate financial statements of the unit or division concerned.

However, should you at any time require a specific investigation for the purpose of providing affirmation with regard to the operation of any aspect of your internal control structure, or for any

other purpose, for example the detection of fraud or error, this would be undertaken at your request.

1. Detection of fraud, error and non compliance with laws and regulations

The primary responsibility for safeguarding the assets of the entity and the prevention and detection of fraud, error and non compliance with laws or regulations rests with the directors and management.

It is the responsibility of the management of the entity through oversight of the trustees to ensure that the company establishes and maintains internal control to provide reasonable assurance with regard to the reliability of financial reporting, effectiveness and efficiency of operations and compliance with applicable laws and regulations.

It is the responsibility of the management to establish a control environment and maintain policies and procedures to assist in achieving the objective of ensuring, as far as possible, the orderly and efficient conduct of the business.

Our audit is planned and performed so that we have reasonable, but not absolute, assurance of detecting material misstatements in the financial statements or accounting records, including any material misstatements resulting from fraud, error, irregularities or non compliance with laws or regulations.

Our audit will not include a detailed audit of transactions, such as would be necessary to disclose errors or fraud that did not cause a material misstatement to the financial statements. Our audit is designed to provide reasonable assurance of detecting errors and irregularities that are material to the financial statements.

However, there are inherent limitations in an audit; for example:

- (a) We do not examine evidence supporting every transaction, and
- (b) Although we obtain an understanding of the accounting systems and related controls to assist us in designing our audit, we only study and evaluate those controls on which we intend to rely.

Due to these inherent limitations, and the inherent limitations of any accounting and internal control system, an unavoidable risk remains that some misstatements may remain unresolved, if they exist. Moreover, because of the characteristics of error, fraud or other irregularities, including concealment through collusion or fraud, a properly designed and executed audit may not necessarily detect a significant irregularity.

We will communicate any illegal acts, material errors, identified fraud or information that indicates that a fraud may exist, that we may have identified during our audit, to the appropriate level of management as soon as practicable.

2. Responsibilities of the management

You will retain responsibility and accountability for:

- (a) The management, conduct and operation of your business and affairs;

- (b) Any representations made by you or the entity to third parties, including published information;
- (c) The maintenance of the accounting records that fairly represents the state of affairs and business of entity;
- (d) The establishment and maintenance of an internal control structure necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to for the prevention of errors and irregularities, including fraud and illegal acts;
- (e) The preparation of the annual financial statements which fairly present the financial position, results of operations and cash flows of the entity, including adequate disclosure in accordance with Add on required in 10.20 and Companies Act, 2008:
- (f) The preparation of the financial statements on a going concern basis unless it is inappropriate, in which case the necessary disclosures have to be made;
- (g) The adjustment of the financial statements to correct material misstatements;
- (h) The selection and consistent application of accounting policies;
- (i) The safeguarding of assets;
- (j) The use of, extent of reliance on, or implementation of advice or recommendation supplied by us or other services;
- (k) The delivery, achievement or realisation of any benefits directly or indirectly related to the services that require implementation by you;
- (l) Ensuring that all arrangements are made for access, security procedures, virus checks, facilities, licenses and/or consents (without any to us), where you require us to do so or the nature of the services is such that it is likely to be more efficient for us to perform work at your premises or use your computer systems or telephone networks;
- (m) Informing us of all directors, management and committee meetings, and all other meetings owners are entitled to attend. We are entitled to be heard at any such meetings on any matters that concern us as auditors;
- (n) Providing us with access to all information that the management aware that is relevant to our engagement, including such business account records, as we consider necessary;
- (o) Providing us with additional information that we may request from the management for the purpose of our audit;
- (p) Providing us with unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence; and If we have any comments affecting the form and contents of the annual financial statements, we will discuss these with the directors.

Any withholding of information could be considered as a limitation of the scope of our audit and may prevent us from expressing an opinion on the financial statements, cause us to alter the form of the report we may issue or affect our ability to continue as the entity's independent auditor.

As part of our engagement, we will request from you written confirmation concerning representations made to us in connection with our engagement. We will also ask you to confirm in that letter that all important and relevant information has been brought to our attention.

To assist us with our audit of your financial statements, you are also responsible for making available to us, as and when required, all minutes of important meetings, information, explanations and other documents, such as share registers, management accounts and other correspondence, which we consider necessary for the performance of our duties as auditors. We shall also request sight of all documents or statements which are to be issued with the financial statements. We will carry out our work without undue disruption.

Any delay in providing us with the required information may affect our ability to comply with the agreed timetable.

Any time and other expenditure incurred as part of our duties as your auditor, will be included in our fees.

3. Responsibilities of auditors

We have a statutory responsibility to the shareholders of the entity, at the conclusion of our audit, to express an opinion as to whether or not the financial statements fairly present the financial position, results of operations and cash flow information of the entity, in conformity with Add on required in 10.20 and in the manner required by the Companies Act, 2008. In arriving at our opinion, we shall inter alia consider the following matters, and report on any in respect of which we are not satisfied:

- (a) Whether adequate accounting records have been kept by the company;
- (b) Whether the annual financial statements are in agreement with the accounting records and returns;
- (c) Whether we have obtained all the information and explanations which we consider necessary for the purpose of our audit; and
- (d) Whether the information given in the report of the directors is consistent with the financial statements.

We also have a professional responsibility to report if the financial statements do not comply in any material respect with Add on required in 10.20 unless in our opinion the non compliance is justified in the circumstances. In determining whether or not the departure is justified we consider:

- (e) Whether the departure is required in order for the financial statements to achieve fair presentation in all material aspects;
- (f) Whether adequate disclosure has been made concerning the departure.

Our professional responsibilities also include considering whether other information in documents containing audited financial statements is materially consistent with those audited financial statements.

Where we consider it necessary to involve a specialist, e.g. actuary or property evaluator, to express our audit opinion, we will discuss this with you as a separate matter.

4. Staff

Our staff members undergo periodic training and this, together with the taking of annual leave, may lead to staff turnover and lack of continuity. We will use our best endeavours to avoid any disruption to an engagement's progress.

Save as envisaged below, you agree not to make any offer of employment or to otherwise interfere with or entice away from the employment of any persons employed by Bradley & van der Merwe. You further agree not to use such person's services as an independent consultant or via a third party for a period of 12 months following the end of such person's involvement, without the prior written consent of Bradley & van der Merwe.

Should you make any offer of employment to any person currently employed by Bradley & van der Merwe or who was employed by Bradley & van der Merwe for the immediately preceding 12 month period from the date of such offer of employment, you will be liable for and will pay to Bradley &

van der Merwe a placement fee equal to 10% of such employee's total annual cost to company, excluding VAT.

5. Our Reporting

At the conclusion of our audit, we will express an opinion as to whether or not the financial statements fairly present the financial position, results of operations and cash flow information of the entity, in conformity with Add on required in 10.20, and in the manner required by the Companies Act, 2008.

The form and content of our report may need to be amended in the light of our audit findings.

Our report may also include certain key audit matters that required significant attention in performing the audit. We will identify key audit matters from matters communicated to trustees, having taken into account:

- (a) Areas of higher assessed risk of material misstatement or significant risks identified.
- (b) Significant judgements relating to areas in the financials, including accounting estimates that have high estimation uncertainty.
- (c) The effect of significant events or transactions that occurred during the period.

6. Financial Intelligence Centre Act, 2001

In terms of Section 29 of the Financial Intelligence Centre Act, 2001 we are required by law to report to the Financial Intelligence Centre certain suspicious or unusual transactions, such as those which may involve money laundering, which have no apparent business or lawful purpose, or which may be relevant to an investigation of evasion or attempted evasion of tax. This statutory requirement, which applies to both prospective clients and existing clients, overrides the professional ethics rules of confidentiality, which we observe.

7. Regulatory and professional obligations

We have a professional obligation to act in the public interest, and to act in order to:

- (a) Enable Richmond Hill SRA NPC to rectify, remediate or mitigate the consequences of the identified or suspected non compliance with law or regulation; or
- (b) Deter the commission of the non compliance or suspected non compliance with law or regulation where it has not yet occurred.

'Non compliance with laws or regulations' (non compliance) refers to an act of omission or commission, intentional or unintentional, committed by Richmond Hill SRA NPC, or by those charged with governance, by management or by other individuals working for or under the direction of Richmond Hill SRA NPC which are contrary to a prevailing law or regulation.

Where we encounter non compliance or suspected non compliance we will seek to obtain an understanding of the matter and where appropriate will discuss the matter with the appropriate people at Richmond Hill SRA NPC, or those charged with governance of Richmond Hill SRA NPC in order that such people can take appropriate action to rectify, remediate or mitigate the consequences of the non compliance, deter the commission of non compliance where it has not yet occurred or disclose the matter to appropriate authority where required by law or regulation or where considered necessary in the public interest.

We, in encountering non compliance or suspected non compliance, are also obliged to comply with applicable legislation or professional standards, which may require us to disclose the matter to an appropriate authority, including as referred to in clause 6 and 8.

We also have a professional responsibility to consider whether the response of Richmond Hill SRA NPC to the instance of non compliance or suspected non compliance is adequate, and may determine that further action is necessary. Such further action may include, amongst other actions, the disclosure of the matter to an appropriate authority. We will disclose the matter to an appropriate authority only where, in the professional judgment of the engagement partner, the extent of the actual or potential harm that is or may be caused to investors, creditors or employees or the general public is sufficient to justify the disclosure.

In exceptional circumstances, we may be required to immediately disclose the matter to an appropriate authority where we have become aware of actual or intended conduct that we have reason to believe would constitute an imminent breach of law or regulation that would cause substantial harm to investors, creditors, employees or the general public. In such circumstances we will discuss the matter with management or those charged with governance of Richmond Hill SRA NPC where it is appropriate to do so.

8. Reportable irregularities

A reportable irregularity in terms of the Auditing Professions Act, 2005 is any unlawful act or omission committed by any person responsible for the management of an entity, which:

- (a) Has caused or is likely to cause material financial loss to the entity or to any partner, member, shareholder, creditor or investor of the entity in respect of his, her or its dealings with that entity; or
- (b) Is fraudulent or amounts to theft; or
- (c) Represents a material breach of any fiduciary duty owed by such person to the entity or any partner, member, shareholder, creditor or investor of the entity under any law applying to the entity or the conduct or management thereof.

In relation to companies the management board usually comprises:

- (d) The board of directors of the company (including 'shadow' directors) and holding companies in group situations; and
- (e) Any person who in the affairs of the company exercises executive control which reflects the general policy of the company for the time being or which is related to the general administration of the company.

In considering whether a person is responsible for managing an entity, an auditor will have due regard both to the published details of the management structure thereof and to the de facto exercise of the requisite characteristics of control and management.

We are required by the Auditing Professions Act, 2005 to send a written report to the Independent Regulatory Board for Auditors (IRBA) if we are satisfied or have reason to believe that a reportable irregularity (as defined in the Auditing Professions Act, 2005) has taken place or is taking place.

We undertake to notify the management of such action within three days of sending a report to the IRBA. We will subsequently take all reasonable steps to discuss the report with the management who will be afforded the opportunity to make representations in respect thereof.

We are also required to send a second report to the IRBA, within 30 days from the date on which the initial report was sent, which should contain a statement that we are of the opinion that:

- (f) No reportable irregularity has taken place; or
 - (g) The suspected reportable irregularity is no longer taking place and that adequate steps have been taken for the prevention or recovery of any loss as a result thereof, if relevant; or
 - (h) The reportable irregularity is continuing.
- If the IRBA receives a report that a reportable irregularity is continuing, they must notify any appropriate regulator of the details of the reportable irregularity to which the report relates and provide it with a copy of the report.

Where a reportable irregularity has been reported to the IRBA, we are required to include a paragraph on "Report on Other Legal and Regulatory Requirements" in our report disclosing information relating to the reportable irregularity.

Bradley & van der Merwe requires its staff to report any suspected reportable irregularity to the engagement partner immediately, without delay. Should an employee fail to adhere to this requirement they will face a disciplinary hearing and possible termination of their training contract and/or dismissal.

Because of the test nature and other inherent limitations of an audit, together with the inherent limitations of any accounting and internal control system, there is an unavoidable risk that even some material irregularities may remain undiscovered.

9. Reporting to management

We shall report to the management, normally in writing, any significant weaknesses in, or our observations on, the internal control structure and other areas that comes to our attention during the course of our normal audit work and which, in our view, require their attention.

No such report may be provided to a third party without our prior written consent. Such consent will be granted only on the basis that such reports are not prepared with the interests of anyone other than the entity in mind and that we accept no duty or responsibility to any other party.

10. Communication with trustees

Audit matters of governance interest are those matters that arise from the audit of financial statements and, in our opinion, are both important and relevant to the trustees in overseeing the financial reporting and disclosure process. Audit matters of governance interest will be communicated to the trustees.

We will communicate only those matters of governance interest that come to our attention as a result of the performance of the audit. We are not required to design procedures for the specific purpose of identifying matters of governance interest.

11. Information

We may rely on any instructions or requests made or notices given or information supplied, whether orally or in writing, by any person whom we know to be or reasonably believe to be authorised by you to communicate with us for such purposes ("an authorised person").

We may receive information from you or from other sources in the course of delivering the services and:

- (a) We will consider the consistency and quality of information received by us;
- (b) We will not seek to establish the reliability of information received from you or any other information source. Accordingly, we assume no responsibility and make no representations with respect to the accuracy, reliability or completeness of any information provided to us; and
- (c) We will not be liable for any loss or damage suffered by you arising from fraud, misrepresentation, withholding of information material to the services, or other default relating to such material information, whether on your part or that of the other information sources.

You undertake to supply information in response to our enquiries to enable us to comply with our statutory obligations relating to the Financial Intelligence Centre Act, 2001 and the Prevention of Organised Crime Act, 1998.

12. Meetings

To provide an opportunity for us and the management to discuss the matters raised in our various reports, we expect to attend the management meetings prior to the commencement of our audit and before the announcement of interim and annual results. We are also entitled to attend all general meetings of the entity and to receive notice of all such meetings.

13. Documents issued with the financial statements

To assist us with our audit of your financial statements, we shall request sight of all documents or statements, and reports which are to be issued with the financial statements.

ISAs require that we read any annual report and other document that contains our audit opinion. The purpose of this procedure is to consider whether other information in the annual report, including the manner of its presentation, is materially inconsistent with information appearing in the financial statements. We assume no obligation to perform procedures to verify such other information as part of our audit.

Once we have issued our report we have no further direct responsibility in relation to the financial statements for that financial year. However, we expect that you will inform us of any material event occurring between the date of our report and the date of issue of the financial statements which may affect the financial statements.

14. Future use of the audit opinion

Any agreement to perform work in connection with an offering, including an agreement to provide such permission or consent, will be a separate engagement and subject to a separate engagement contract. You agree that our audit report, or reference to us, will not be included in any such offering document without our prior written permission or consent.

15. Additional deliverables

The work we undertake to support any conclusions reached in additional deliverables that we have agreed to, will be limited to the work we undertake for reaching our opinion. Any advice and recommendations will therefore be limited by the scope of our work, and may not cover all issues

which might arise from a specific in depth review. Any use made of our advice and recommendations should be viewed in this light.

Any product of the services released to you in any form or medium will be supplied by us on the basis that it is for your benefit and information only and that it may not be copied, referred to or disclosed, in whole or in part (save for your own internal purposes), without our prior written consent. The services will be delivered on the basis that you may not quote our name or reproduce our logo in any form or medium without our prior written consent. You may disclose in whole any product of the services to your bankers and legal and other professional advisers for the purposes of your seeking advice in relation to the services, provided that when doing so you inform them of:

- (a) Disclosure by them (save for their own internal purposes) is not permitted without our prior written consent; and
- (b) We accept no responsibility or liability whatsoever and neither do we owe any duty of care to them in connection with the services.

16. Third party rights

The service contract will not create or give rise to, nor will it be intended to create or give rise to, any third party rights.

Our audit opinion is intended for the benefit of those to whom it is addressed. The audit will not be planned or conducted in contemplation of reliance by any third party or with respect to any specific transaction. Therefore, items of possible interest to a third party will not be specifically addressed and matters may exist that would be assessed differently by a third party, possibly in connection with a specific transaction.

Any contractual arrangements between you and a third party which seeks to impose such requirements upon us will not, as a matter of law, be binding on us. The entity agrees that it will not seek us to commit to providing reports to third parties unless we have consented to do so in advance. We may decline to provide reports to third parties, save for those reports required by law or regulations. We will stipulate the terms upon which those reports will be provided should we agree to provide such reports in a capacity other than being your auditor. The entity will assist us in agreeing the terms upon which we will report to third parties. Any such possible requirements must be discussed with us at the earliest opportunity and well before the agreement or other arrangement is finalised. In this regard, however, it is our policy not to extend our duty of care in respect of our report in the financial statements.

Where we agree to provide reports to third parties, it remains the entity's responsibility to provide us with copies of the relevant contract documents and with any further information or explanations we may require, enabling us to prepare our report.

We will not, in giving our opinion, accept or assume responsibility (legal or otherwise) or accept liability for or in connection with any other purpose for which our report may be used, or to any other person to whom our report is shown or into whose hands it may come, and no other persons shall be entitled to rely on our report save where they have obtained our prior written consent that they may do so. If we have to accept responsibility to the third party, we will require their acceptance of limitation of liability as a condition of providing a report to them and reserve the right to charge additional fees.

You will indemnify Bradley & van der Merwe, contracting party and any Bradley & van der Merwe persons and hold them harmless against any loss, damage, expense or liability incurred by the parties and/or persons as a result of, arising from, or in connection with a combination of the following two circumstances:

- (a) Any breach by you of your obligations under the service contract; and
- (b) Any claim made by a third party or any other beneficiaries which results from or arises from or is connected with any such breach.

17. Responsibility relating to electronic distribution of Bradley & van der Merwe's opinion

We acknowledge that you may wish to publish financial statements and the auditors's report on the entity's website or distribute them to the shareholders by means such as e mail. Your responsibilities concerning the preparation, dissemination and signing of the financial statements do not change because the financial statements are reproduced or distributed electronically. It is your responsibility to ensure that any such publication properly presents the financial information and any auditors's report. We request that you advise us of any intended electronic publication before it occurs. Where our audit report is reproduced in any medium, the complete financial statements, including notes, must also be presented.

By giving our consent to the issue of our opinion with the financial statements on the website we do not accept any duty of care and deny any liability beyond our statutory duties as auditors. As auditors, we will review the process by which the financial statements to be published electronically are derived from the financial information contained in the manually signed financial statements, ensure that the proposed electronic version is identical in content with the manually signed financial statements and ensure that the conversion of the manually signed financial statements into an electronic format has not distorted the overall presentation of the financial information, for example by highlighting certain information so as to give it greater prominence.

You are responsible for the controls over, and the security of, the website and, where applicable, for establishing and controlling the process for electronically distributing annual reports and other financial information. We remind you that the examination of controls over the maintenance and integrity of the entity's website is beyond the scope of the audit of the financial statements and if your responsibilities statements do not include reference to this we will include it as a note at the end of the electronic version of our audit report. Accordingly, we accept no responsibility for any changes that may have occurred to the financial statements since they were initially presented on the website. However, if we do become aware of any subsequent amendments, we will notify the directors that the financial statements no longer correspond with the manually signed financial statements.

Uncertainty regarding legal requirements is compounded as information published on the internet is accessible in many countries with different legal requirements relating to the preparation and dissemination of financial statements and if the responsibilities statement does not refer to this, or if we otherwise consider it appropriate, we will include a note describing this uncertainty at the end of the electronic version of our audit report.

We reserve the right to withhold consent to the electronic publication of our report if the audited financial statements or the auditors's report are to be published in an inappropriate manner or to request amendments to the electronic auditors's report if we are not satisfied with the proposed wording or its presentation in the context of the financial statements.

18. Electronic communications

We may choose to communicate with you by electronic mail or internet where an authorised person wishes us to do so, on the basis that in consenting to this method of communication, you accept the inherent risks of such communications (including the security risks of interception of or unauthorised access to such communications, the risks of corruption of such communications, the risk of errors or loss of information and the risks of viruses or other harmful devices) and that you will perform virus checks. We will use commercially reasonable procedures to check for the most commonly known viruses before sending information electronically.

We recognise that systems and procedures cannot be a guarantee that transmissions will be unaffected by such hazards.

We confirm that we each accept the risks of and authorise electronic communications between us. We each agree to use commercially reasonable procedures to check for the then most commonly known viruses before sending information electronically and to safeguard the security and confidentiality of the information transmitted, but we cannot guarantee that the transmission will be free of infection nor its security and confidentiality. We shall each be responsible for protecting our own systems and interests in relation to electronic communications and the entity and Bradley & van der Merwe (in each case including our respective partners/directors, employees or agents) shall have no liability to each other on any basis, whether in contract, delict (including negligence) or otherwise, in respect of any error, damage, loss or omission arising from or in connection with the electronic communication of information between us and our reliance on such information.

The exclusion of liability in the previous clause shall not apply to the extent that any liability arises out of acts, omissions or misrepresentations which are in any case criminal, dishonest or fraudulent on the part of our respective partners/directors, employees, or agents.

If our communication relates to a matter of significance on which you wish to rely and you are concerned about the possible effects of electronic transmission, you should request a hard copy of such transmission from us. If you wish us to password protect all or certain documents transmitted, you may request us to do so.

19. Use of Bradley & van der Merwe's software

We may develop software, including spread sheets, documents, databases and other electronic tools to assist us with our assignment. In some cases, these aids may be provided to you upon request. As these tools were developed specifically for our purposes and without consideration of any purpose for which you might use them, they are made available on an "as is" basis for your use only and should not be distributed to or shared with any third party. Further, we make no representations or warranties as to the sufficiency or appropriateness of the software tools for any purpose for which you may use them. Any software tools developed specifically for you will be covered under a separate engagement letter.

20. Ownership of and access to audit files

The working papers and files for this engagement created by us during the course of the audit, including electronic documents and files, are the sole property of Bradley & van der Merwe and you

have no right to access them. We may decide in our own sole discretion to grant access to you to our working papers, should you wish to.

We have set quality control policies for the retention of documentation, after which time we will commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement; those documents will be returned to you promptly upon completion of the engagement.

We will retain ownership of the copyright and all other intellectual property rights in the product of the services, whether oral or tangible, including written advice, methodologies, software, systems know how and working papers. For the purposes of delivering services to you or other clients, we will be entitled to use or develop knowledge, experience and skills of general application gained through performing the services.

We have the right to use your name as a reference in proposals or other similar submissions to other prospective clients, unless you specifically withhold permission for such disclosure. If we wish to use details of the work done for you for reference purposes, we will obtain your permission in advance.

21. Circumstances beyond our or your control

Neither of us will be in breach of our contractual obligations, nor will either of us incur any liability to the other, if we or you are unable to comply with the services contract as a result of any cause beyond our or your reasonable control. In the event of any such occurrence affecting one of us, that one shall be obliged as soon as reasonably practicable to notify the other, who will have the option of suspending or terminating the operation of the services contract on notice, which notice will take effect immediately on delivery thereof.

22. Waiver, assignment and sub contractors

Failure by any one of us to exercise or enforce any rights available to us shall not amount to a waiver of any rights available to either of us. However, neither party should be liable in any way for failure to perform, or delay in performing, our respective obligations under this engagement if the failure or delay is caused outside reasonable control of the failing party.

Neither of us will have the right to assign the benefit or burden of the services contract without the written consent of the other.

We will have the right to appoint sub contractors to assist us in delivering the services.

23. Exclusions and limitations on our liability

Save for any exclusions provided for in Auditing Professions Act, 2005 the maximum liability of Bradley & van der Merwe or any individual partner/director, member or employee, as the case may be, of the Bradley & van der Merwe contracting party in respect of direct economic loss or damage suffered by you or by other beneficiaries arising out of or in connection with the services shall be limited to two times the fees charged and paid for these services. The maximum liability will be an aggregate liability for all claims arising, whether by contract, delict, negligence or otherwise.

In the particular circumstances of the services set out in the engagement letter, the liability to you and to other beneficiaries of each and all Bradley & van der Merwe persons in contract or delict or under Companies Act, 2008 or otherwise, for any indirect or consequential loss or damage (including

loss of profits) suffered by you (or by any such other party) arising from or in connection with the services, however the indirect or consequential loss or damage is caused, excluding our wilful misconduct, shall be excluded to the extent that such limitation is permitted by law.

Our liability to you will in no circumstances exceed the lower of the amount determined by the application of the monetary limit based upon fees charged to, and recovered from, you and the amount determined by the apportionment of responsibility, as the case may be.

You and other beneficiaries may not bring any claim personally against any individual partner/director, member, employee or agent, as the case may be, of the Bradley & van der Merwe contracting party or of anybody or entity controlled by us or owned by us or associated with us in respect of loss or damage suffered by you or by other beneficiaries arising out of or in connection with the services. You agree that any claim of any sort whatsoever arising out of or in connection with this engagement shall be brought only against Bradley & van der Merwe. This restriction shall not operate to limit or exclude the liability of the Bradley & van der Merwe contracting party for the acts or omissions of its partners, directors, members, employees and agents. Any claim by you or other beneficiaries must be made (for these purposes a claim shall be made when court or other dispute resolution proceedings are commenced) within two years of the date on which you or they became aware, or ought reasonably to have become aware, of circumstances giving rise to a claim or potential claim against us.

24. Timetable

We will agree on a timetable to enable you to meet your statutory obligations to issue annual financial statements and to meet any other deadlines you have brought to our attention. However, any such timetable will be based on the assumption that we will receive the appropriate co operation and assistance to perform an effective and efficient audit.

25. Fees

We will render invoices in respect of the services comprising fees, disbursements and VAT thereon (where appropriate), together with any other foreign taxes (if applicable) ('fees') that might be payable thereon.

Our fees are based on the time spent on your affairs by our partners/directors and staff, and on the levels of skill and responsibility involved, the nature and complexity of the services and the resources required to complete the engagement. These fees may differ from estimates that may have been supplied, of which estimates will only be provisional.

Fees are calculated:

- (a) On an hourly basis at charge out rates applicable to the person undertaking the work. Stringent reporting requirements or deadlines imposed by you might require work to be carried out at a higher level than usual or in extreme cases outside normal working hours. This will result in increased costs. Our current maximum and minimum rates for normal work within normal working hours applicable from time to time may be obtained on request.

Disbursements in respect of travelling expenses, photocopies, stationery, revenue stamps, postage, e mails, and telephone calls will be recoverable at our predetermined rates.

Our fee estimate is based on the assumption that the information we require is made available to us in accordance with the agreed timetables, and that key executives and personnel are available during the course of our work. If delay or any other problems beyond our control occurs, this may result in additional fees for which invoices will be raised on the above basis.

In return for the delivery of the services by us, you will be required to pay our fees, without any right of set-off, on presentation of our invoice.

Delivery of our services shall mean:

- (b) Audit: five working days after delivering draft financial statements or upon delivering final financial statements, whichever is sooner.

We will be entitled to raise fees upon delivery as set out above. In the event that you are not in agreement with any fee raised you will notify us in writing of your objection within 21 working days of our dispatch of the invoice. Failure to do so will constitute acceptance of the fee. Approval of financial statements or minutes reflecting our fees will constitute acceptance of the fees, including any under provision which does not warrant redrawing the financial statements.

Notwithstanding anything to the contrary contained herein, should our accrued fees reach a level which we consider to be material, such accrued fees will become due and payable immediately upon presentation of our invoice, failing which, the rendering of all further professional services will be suspended pending receipt of payment.

In the event of your appointing an alternative firm in our stead, or otherwise terminating our mandate, we will be entitled to raise a fee upon receipt of such notification for an amount adequate to cover all work done to date and not yet billed, at our standard charge out rates, including disbursements incurred. In such event you undertake to settle our account in full prior to our handing over of books and records to you or to our successor.

Our fees will be inclusive of Value Added Tax which will rank for deduction as input tax by registered vendors.

Subject to the foregoing, our fees are payable on presentation. We will be entitled to charge interest on all amounts outstanding, for whatsoever reason, for more than 30 days from the date of presentation of our invoice at the maximum rate allowed by law. Such interest will be calculated on a monthly basis. All payments will be allocated first as to interest, then as to outlays, then to the longest outstanding fee.

In the event that invoices are not settled within 30 days of presentation, we reserve the right to charge compound interest monthly at 3% above the prime rate until the debt is settled.

Without prejudice to any other rights that we may have in law, we reserve the right to suspend or terminate the performance of the services or any part thereof to you immediately, at any time, with or without notice, should payment of any of our fees become overdue.

The fees will be subject to review by us each year and will vary with a number of factors, including the extent of the assistance we receive from members of staff in preparing routine schedules and analyses.

It is our usual practice to provide estimates of our fees in advance of the work commencing and we shall require payments on account as our work progresses.

26. Quality of service

We will seek to ensure that our service is satisfactory at all times and delivered with reasonable skill and care. If at any time you would like to discuss with us how the service can be improved, you are invited to contact us.

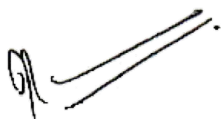
A requirement of the IRBA is to provide excellent quality audit work, in order to achieve this we are required to review certain of our files internally. Independent third party reviewers may be utilised to facilitate this process. The person or institution that will be selected by us will be required by us to sign a confidentiality agreement and will treat all information inspected with the strictest of confidence.

27. Future years

We propose that the engagement letter will be in place until replaced. If circumstances change, we will issue a new engagement letter. Until such time, this letter will be in force even where there is a change in group structure.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities. If there is anything that you do not agree with or wish to amend, please contact us. This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

Yours faithfully



Bradley & van der Merwe
JP van der Merwe

Accepted on behalf of Richmond Hill SRA NPC by:

Signature: _____
Trustee

BVDM PROFESSIONAL ACCOUNTANTS CC

E-FILING MANDATE – TAX YEAR 2022

RICHMOND HILL SRA NPC_, CK / IT no. 9133691197

wish to mandate **CARIEN SENEKAL, Professional Accountant (SA)**

Membership number: **8759**

Tax practitioner number: **PR-0010240**

to register and submit tax returns and related documents for the taxes indicated below to SARS through the medium of the SARS e-filing on my behalf.

Type of tax:	INCOME TAX		PROVISIONAL TAX		VAT		PAYE/UIF/SDL	
E-Filing functions required	YES	NO	YES	NO	YES	NO	YES	NO
IT Reference No.:	9133691197		9133691197		4650285150		760791345	
<u>Banking details:</u> Bank: Branch name: Branch no.: Acc. No.: Acc.holder name: Type of acc.:								

CONFIRMATION OF TAXPAYER INFORMATION:			
Phone:		Fax:	
Cell:		E-mail (public officer / main trustee):	

SIGNED by the taxpayer:

Signature: _____

Date: _____