

MEMBERSHIP AGREEMENT EMPLOYMENT EQUITY

Concluded between:

_____ hereinafter referred to as “the employer” or as “the member”

Employer’s registration number (if a legal entity) _____ **or**
identity number (if a natural person) _____

and

LWO WERKGEWERSORGANISASIE
(hereinafter referred to as “**THE LWO**”)

1. DEFINITIONS:

Employee: any person, excluding an independent contractor, who works for any other person and receives remuneration or is entitled to receive remuneration and any person who in any way assists the employer to carry on or conduct his business.

Employer: any person (whether a natural person or legal entity) that appoints any person under an employment contract. In the case of a natural person, it includes a successor, heir or nominee of the employer.

Employers’ organisation: any number of employers associated together with the purpose, whether by itself or with other purposes, to regulate relations between employers and employees or trade unions.

LWO Werkgeewersorganisasie (the LWO): a registered employers’ organisation in terms of Section 96(7) of the Labour Relations Act, Act number 66 of 1995, as amended, with registration number LR2/6/3/271, hereinafter referred to as “the LWO”.

Member: any natural person or legal entity acting as the employer, and whose application for membership is accepted by the LWO.

Employment Equity packages: the various packages that the LWO offers to members. The respective benefits and tariffs are attached to this agreement. Benefits and tariffs can be adjusted from time to time.

Renewal year: period from the date of joining as a member up to 12 (twelve) months thereafter.

2. TERMS AND CONDITIONS:

2.1 Employment Equity packages and fees:

2.1.1 Prospective members can choose between available Employment Equity packages.

2.1.2 Additional products and / or services in accordance with the employer’s (member’s) needs can be added per quotation at member tariffs. These tariffs can be fixed from time to time by the LWO.

- 2.1.3 Members may apply at any time during the renewal year to upgrade their package. Members that upgrade must retain their chosen package for the first 12 (twelve) months after the upgrade. Any upgrade is subject to a three (3) month waiting period.
- 2.1.4 Package fees are fixed for each respective member and can be paid annually or monthly by debit order. Members who elect to pay monthly by debit order must retain package for the first 12 (twelve) months.
- 2.1.5 Legal costs incurred by the LWO for the recovery of costs and outstanding and / or overdue fees, can be recovered on an attorney and member scale.

2.2 General responsibilities of the member:

- 2.2.1 It is the member or the member's proxy's responsibility to contact the LWO, whether a Head Office Legal Advisor or a Regional Representative, to advise and / or request attendance/assistance on behalf of the member, in all Employment Equity related matters.
- 2.2.2 To continuously comply with all applicable stipulations of the LWO's Constitution.

2.3 Responsibilities of the LWO Werkgewersorganisasie:

- 2.3.1 The LWO will at all times value and treat the member with the necessary respect and integrity.
- 2.3.2 The member's interests are put first unless it conflicts with the LWO's Constitution, public interest and / or applicable labour law and other South African legislation.
- 2.3.3 The LWO undertakes to inform the member of all relevant changes in the member's sector / Bargaining Council.
- 2.3.4 The LWO undertakes to process the member's personal information in accordance with the Protection of Personal Information Act and only for purposes of fulfilling the LWO's obligations and legal functions within the framework of the LWO's Constitution.

3. MEMBERSHIP BENEFITS:

- 3.1 Benefits are as per the chosen package, which are set out in the attachment to this agreement.

4. SETTLING OF DISPUTES:

- 4.1 If any dispute arises between the member and the LWO about, member benefits or any other relevant matter, the member agrees that:
 - 4.1.1 the dispute must first be handled by the relevant division of the LWO; and then
 - 4.1.2 if necessary by the Chief Executive Officer; and then
 - 4.1.3 if necessary by the Management Committee; and then
 - 4.1.4 if necessary by the LWO Council, each respectively within 30 (thirty) days.
- 2.2 If the dispute remains unresolved, the member agrees that an external mediator, as agreed upon by all parties, will settle the dispute and that the outcome of this process is final and binding.
- 4.3 The costs of the external mediator will be paid by both parties on a 50/50 percentage basis.

5. MULTIPLE MEMBERSHIPS:

- 5.1 Members of the LWO Employers Organisation is by definition vested in the natural person or legal entity that acts as the employer. Different employers must therefore each take up separate packages to obtain the right to be represented separately in the CCMA, Bargaining Council or Labour Court.

6. RESIGNATION/TERMINATION OF AGREEMENT:

- 6.1 Resignation as a member can be done by giving 30 (thirty) days' notice in writing to the LWO.

6.2 Members will be held responsible for any outstanding costs incurred by the LWO Employers Organisation for services rendered prior to resignation/termination of the agreement.

7. THE LWO'S CONSTITUTION:

7.1 By signing this agreement, the member accepts the LWO's Constitution and the content of this agreement will be interpreted on the basis of any terms, as set out in the LWO's Constitution, or any reasonable interpretation thereof.

Signed at _____ on this _____ day of _____ 20 ____.

Signature: on behalf of Employer / Member

Signature: Witness

Initials and surname

Initials and surname

Capacity

Signed at _____ on this _____ day of _____ 20 ____.

Signature: on behalf of the LWO

Signature: Witness

Initials and surname

Initials and surname

Capacity

EMPLOYMENT EQUITY MEMBERSHIP BENEFITS AND TARRIFS: 1 MARCH 2023 – 29 FEBRUARY 2024

ANNUAL MEMBERSHIP FEE (including VAT):
(also payable monthly x 12)

MEMBERSHIP BENEFITS:

Employment Equity advice – telephonic and per e-mail

Free USB – with Employment Equity documentation

Employment Equity plan – Assistance with drafting of the plan

Annual submissions – Assistance with the submission of reports

Included consultation hours
– additional hours at R895.00 per hour

Travelling time – at R7.20
(not included)

	R1 200.00 R100.00	R3 300.00 R275.00	R8 400.00 R700.00	R3 000.00 R250.00	R1 500.00 R125.00
	Option 1	Option 2	Option 3	Option 4	Option 5
	✓	✓	✓		
	✓	✓	✓		
			✓	✓	
			✓		✓
	0	2	4	0	0



NAME OF EMPLOYER: _____

PACKAGE CHOICE: Option 1 Option 2 Option 3 Option 4 Option 5

PAYMENT: Annually Monthly

SIGNATURE OF EMPLOYER

MEMBERSHIP APPLICATION FORM

PLEASE COMPLETE THE FORM CAREFULLY
AND SEND BACK TO: info@lwo.co.za | 012 664 2703 (FAX)



Language preference: Afr Eng Contracts: Afr Eng Where did you hear about the LWO: _____

Name of legal entity/natural person as an employer (member):

Trading as: _____	Telephone number 1: _____
Reg. no. (Employer): _____	Telephone number 2: _____
VAT no. (Employer): _____	Fax number: _____
Postal address: _____	Physical address (Employer): _____
Suburb: _____	
City/Town: _____ Postal code: _____	Suburb: _____
E-mail address: _____	City/Town: _____ Postal code: _____
No. of branches*: _____ (*Membership is vested in the legal entity)	GPS coordinates/PIN: _____
Branch locations: _____	

Details: person responsible for labour matters:

Initials: _____ Name: _____
Surname: _____
Capacity: _____
I.D. no.: _____ Cell. no.: _____
E-mail address: _____

Details: person responsible for finance (invoice):

Initials: _____ Name: _____
Surname: _____
Capacity: _____
I.D. no.: _____ Cell. no.: _____
E-mail address: _____

Details: owner/partner/director/trustee/CC member/other:

Initials: _____ Name: _____ I.D. no.: _____ Cell. no.: _____
Surname: _____ E-mail address: _____

DEBIT ORDER AUTHORISATION – BANKING DETAILS:

Account holder: _____
Bank: _____ Cheque Saving Account number: _____

I, the undersigned, hereby authorise that my membership fees be paid annually monthly and any legal-and/or book shop fees (only recoverable monthly) be recovered on the first day of the month per debit order from the abovementioned bank account. The LWO undertakes to give notice in advance if membership fees should increase. **This authorisation will not be cancelled by me within 12 (twelve) months after date of registration and thereafter may be cancelled with 30 (thirty) days' written notice.** Should I commit a breach of contract by cancelling this debit order authorisation within 12 (twelve) months after date of registration, I agree that I will be liable for costs on a scale as between attorney and client.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

SIGNATURE (Account holder)
Name and surname: _____
Capacity: _____

LWO banking details:

ABSA (LWO Werkgewersorganisasie)
Cheque acc. no.: 105 831 3510
Branch code: 632 005

MEMBERSHIP APPLICATION FORM

FOR OFFICE USE ONLY

Name of employer (member): _____

Trading as: _____

Membership no.: _____

PAYMENT RECEIVED WITH REGISTRATION

Annual- OR 1st monthly premium	R	_____
Book Shop	R	_____
Other: _____	R	_____
Total	R	_____

Payment: Cash- EFT-

Notes: _____

Date: _____

DEBIT ORDER INSTRUCTION

Annually- Monthly-

1st presentation premium	R	_____
1st presentation date		_____

E-mail sent: _____

Initial: _____

NOTES:

Signed and paid on:

Recruiter:	Package:	Joining date:	Member no.:
------------	----------	---------------	-------------