

Protection of Personal Information Consent and Membership Terms and Conditions

1. The South African Institute of Professional Accountants (SAIPA) is regarded as a responsible party as defined in the Protection of Personal Information Act, 4 of 2013 (POPIA) and accordingly collects and processes your personal information.
2. In accordance with the provisions of POPIA you hereby consent to the collection and processing of your personal information by SAIPA. In addition, thereto, you further consent to the collection and processing of personal information pertaining to the following:
 - 2.1. SAIPA checking individual credit records with any credit reference agency.
 - 2.2. SAIPA carrying out identity, fraud prevention and sharing information relating to this application through the South African Fraud Prevention Service.
 - 2.3. SAIPA carrying out education history checks.
 - 2.4. SAIPA carrying out employment reference checks.
3. In addition to consenting the collection and processing of your personal information as discussed above, you further acknowledge that processing of your personal information may also occur in situations where processing:
 - 3.1. is required by law or is necessary for a legitimate purpose;
 - 3.2. is required to fulfil obligations imposed by a contract to which a SAIPA member may be a party to; and/or
 - 3.3. will protect your interests.
4. You further acknowledge that your personal information may be collected and processed for a variety of processes including but not limited to:
 - 4.1. the accreditation and provision of professional designations/ affiliations;
 - 4.2. registration and/or certification of members with regulatory bodies;
 - 4.3. the provisions of Continuous Professional Development and training services to members and affiliates;
 - 4.4. the training, preparation and provision of competency examinations;
 - 4.5. the provision of various member and affiliate related services;
 - 4.6. as part of recruitment and selection processes;
 - 4.7. employee relations; and
 - 4.8. stakeholder relations management.
5. Company, contact and any other details, as provided by you, are held on a central database and are deemed as being true and correct.
6. It shall be your responsibility to update your information on the *MySAIPA portal* and inform the SAIPA Secretariat, in writing, of any changes viz. change of address, telephone numbers, etc.
7. In terms of Section 5 of POPIA, you are further informed of the following rights:

- 7.1. to be notified that your personal information is being collected; or that your personal information has been accessed or acquired by an unauthorised person;
 - 7.2. to establish whether SAIPA holds your personal information and to request access to your personal information;
 - 7.3. to request, where necessary, the correction, destruction or deletion of your personal information;
 - 7.4. to object, on reasonable grounds to the processing of your personal information;
 - 7.5. not to have your personal information processed for purposes of direct marketing by means of unsolicited electronic communications;
 - 7.6. not to be subject, under certain circumstances, to a decision which is based solely on the basis of the automated processing of your personal information intended to provide a profile of you;
 - 7.7. to submit a complaint to the Regulator regarding the alleged interference with the protection of your personal information or to submit a complaint to the Regulator in respect of a determination of an adjudicator; and
 - 7.8. to institute civil proceedings regarding the alleged interference with the protection of your personal information.
8. The nature of SAIPA's business may necessitate the transfer of your personal information to third party service providers as well as various other stakeholders of the Institute. In some cases, these third-party service providers and/or stakeholders may be located outside the border of the Republic of South Africa in which event SAIPA will ensure that such transfer is done in compliance with the Institute's security protocols and policies and in compliance with the provisions of POPIA.
9. In addition to the above, you are informed that as part of your membership with SAIPA, you are provided with Professional Indemnity insurance provided and paid for by SAIPA. As a consequence, thereof, you hereby acknowledge, agree and consent to the relevant insurance broker as well as the relevant insurance underwriter to provide to SAIPA, on request by SAIPA, all details of any claims that you may lodge or that may be lodged against you in terms of the professional indemnity policy that may in force at such time. In this regard, the necessary details that you hereby explicitly agree to provide to SAIPA shall include, but not be limited to, the nature and details of the actions that have given rise to the claim, the details of the complainant, the details of the member in question, the amount claimed and any other details that may be relevant to such claim.
10. You further acknowledge and agree that should you object to the collection and processing of your personal information by SAIPA, SAIPA will be prevented from providing you with the necessary membership services and as a consequence thereof SAIPA will be prevented with providing you with membership in the Institute.

11. General

- 11.1. Receipt of a membership application by our offices is taken as confirmation that you have read, understood and accepted the following Terms and Conditions of membership.
- 11.2. New and lapsed memberships are subject to a REGISTRATION FEE.
- 11.3. A tax invoice for the registration fee and [annual membership fee](#) will be issued upon receipt of the membership application.

- 11.4. Invoices are due on presentation.
- 11.5. Non-payment of an invoice will NOT be accepted as a cancellation of a membership application.
- 11.6. You acknowledge that membership to the Institute is on an individual basis only and as such you are personally responsible for ensuring the payment of all monies due to the South African Institute of Professional Accountants and will be held personally liable for non-payment of any and all invoices issued in your name.
- 11.7. Membership is not transferable.
- 11.8. Membership Fees are revised annually and will be communicated to members in writing.
- 11.9. Membership Fees not received within the stipulated time frame will result in the Finance Policy being enforced.
- 11.10. No refund will be made on resignation for subscription payments received.
- 11.11. Rates are inclusive of VAT, which is payable on all services directed from South Africa.
- 11.12. Privileges of membership are detailed in clause 21 of the [SAIPA By Laws](#).
- 11.13. The membership year begins on the first day of January and runs for 12 months.
- 11.14. A member excluded from membership may apply for re-admission on or after the expiry of a period of 5 years from the date of such exclusion, or earlier, if the grounds for his exclusion no longer exist or apply, by means of written application made to the Disciplinary Committee stating the grounds on which the application is based. In the event of refusal of such readmission application, no further application may be made until the expiry of the period of two years from the date of such refusal.
- 11.15. A member shall be liable to exclusion from membership if, subsequent to his admission, he is excluded from membership of any other professional body or if, prior to his admission, he had been excluded from membership of such other body and did not fully disclose this in his application for admission to membership.
- 11.16. A member whose estate is provisionally or finally sequestrated subsequent to his admission to membership shall be excluded from membership, but may be reinstated if, within three months following such sequestration, he satisfies SAIPA that there are circumstances relating to the sequestration which would justify retaining that person in membership.
- 11.17. The provisions of clause 23 of the By Laws are specifically included herein.
- 11.18. Terms and Conditions of membership may be revised from time to time and such updates will be posted to the website.
- 11.19. You must keep your *MySAIPA* password confidential and, in the event that you have compromised such information, we shall not be liable for any loss or damage suffered by you in any way whatsoever.
- 11.20. You acknowledge that you have read, understood and agree to be bound by the [SAIPA's Code of Ethics and Standards of Professional Conduct](#).

- 11.21. You confirm that you are aware that there is an [annual membership fee](#) and that this will be paid on receipt of a tax invoice from the Institute.
- 11.22. All intellectual property is owned by or licensed to SAIPA and may not be used without our prior written consent.
- 11.23. In terms of Chapter 3 of the Electronic Communications and Transactions Act, in visiting our website and/or communicating with us by electronic means, you acknowledge that all agreements, notices, disclosures and other communication sent by us satisfy any legal requirement including and not limited to the requirement that such communication should be in writing.
- 11.24. Any other communication which you may be sent via the method of communication selected by you on the Membership application form and updated by you from time to time.
- 11.25. You may not cede, delegate or otherwise transfer any rights or obligations arising from these Terms and Conditions without our prior approval, which approval will be given at our sole discretion.
- 11.26. Each time you renew your Membership, the version of the Terms and Conditions current at that time will apply.
- 11.27. You hereby acknowledge that you have familiarised yourself with these current Terms and Conditions, which will be displayed on our website.
- 11.28. This site may provide links to other websites, as a convenience to you. SAIPA is not responsible for the content of any linked site and the inclusion of any link on this site does not imply endorsement by SAIPA of any other websites or their products or services.