

# SECTION 51 MANUAL

**MIKE LOMBARD FINANCIAL SERVICES T/A PFIRE**  
**Registration No. 2007/089714/23**

Private Body  
PROMOTION TO ACCESS OF INFORMATION ACT MANUAL

## **PREAMBLE**

Promotion of Access to Information Act 2 of 2000

On 9 March 2001, the Promotion of Access to Information Act became operative, giving effect to the constitutional right of access to any information held by the State and any information that is held by another person and that is required for the exercise or protection of any rights; and to provide for matters connected therewith. (Section 32(2) this document serves as Pfire's information manual and provides reference to the records held by Mike Lombard Financial Services t/a Pfire and the process to request access to such records.

## **Availability of this manual**

A copy of this manual is available to the public for inspection at [www.pfire.co.za](http://www.pfire.co.za) or on request from the designated contact person.

### **CONTACT PERSON**

S 51(1)(b)

Contact Details

The Managing Member is responsible for the administration of and compliance with the Act in a fair objective and unbiased manner.

Contact Name:	Michael Stanley Lombard
Postal Address:	21 Alexander drive, Winston Park, KZN, 3610, Republic of South Africa
Telephone number:	+27 31 7644 042
Fax Number:	+27 31 7644 042
E-mail address:	mike@pfire.co.za

S 51(1)(b)

Guide for Requesters on how to use the Act

A Guide has been compiled in terms of Section 10 of the Act by the Human Rights Commission. It contains information to assist a person wishing to exercise a right, in terms of the Act. Get the Guide @ <http://www.sahrc.org.za>

A

S 51(1)(b)

Records Automatically Available to the Public

The section 52(2) notice regarding above categories of records has not been published.

S 51(1)(d)

Records held in accordance with other legislation

- Basic Conditions of Employment Act, No. 75 of 1997
- Wills Act 1953 (Act 7 of 1953)
- Matrimonial Property Act 88 of 1984
- Administration of Estates Act 66 of 1965
- The intestate Succession Act 81 of 1987
- The Maintenance of Surviving Spouses Act 27 of 1990
- The Trust property Control Act 57 of 1988
- Prevention of organised crime Act 121 of 1998

- Broad Based Black Economic Empowerment Act, No. 53 of 2003
- Closed Corporations Act No. 69 of 1984
- Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993
- Consumer Protection Act 68 of 2008
- Constitution of South Africa Act, No. 108 of 1996
- Employment Equity Act, No. 55 of 1998
- Financial Advisory and Intermediary Services Act, No.37 of 2002
- Financial Intelligence Centre Act, No. 38 of 2001
- Income Tax Act No. 95 of 1967
- Labour Relations Act, No. 66 of 1995
- National Credit Act No 34 of 2005.
- Occupational Health and Safety Act, No. 85 of \_ 1993
- Promotion of Access to Information Act, No. 2 \_ of 2000
- Skills Development Levy Act, No. 9 of 1999
- Unemployment Insurance Act, No. 63 of 2001
- Value-added Tax Act. No. 89 of 1991

RECORDS HELD  
S 51(1)(e)

Records Subject and Categories

The following information is available by special request. Sufficient detail to facilitate a request for access to a record of the body, a description of the subjects on which the body holds records and the categories of records held on each subject.

Client Records

The following categories of client records are held:

- Client Contracts
- Client Correspondence
- Client Business Information
- Client Financial Information
- Client Personal profile
- Client Business Rules
- Client Correspondence
- Legal Documentation
- Proposals
- Billing Records
- Electronic Data Backups

Corporate Governance

- Codes of Conduct
- Succession Plan
- Business Plan
- Corporate Social Investment Records
- Board Meeting Minutes
- Executive Committee Meeting Minutes
- Risk Management Records
- Legal Compliance Records
- Policies
- BEE Compliance

Finance and Administration

- Accounting Records
- Annual Financial Statements
- Agreements

- Banking Records
- Correspondence
- Invoices and Statements
- Management Reports
- Tax Records and Returns
- SARS Returns
- Statistics SA Returns

#### Human Resources

- Accounting and Payroll Record
- BEE Statistics
- Career Development Records
- Personnel Information
- Employment Equity Reports
- General Terms of Employment
- Letters of Employment
- Leave Records
- Employee benefits arrangements rules and records
- Policies and Procedures
- Returns to UIF
- Retirement Benefit

#### Information Management and Technology

- Contracts and Agreement
- Equipment Register
- Software Code
- System documentation and manuals;
- Project, disaster recovery and implementation plans;
- Firewall and Network Policy & Setups
- Information (Internet & Computer) Policies, Standards,
- Procedures and Guidelines
- Licenses
- Applications and programs
- Data bases
- Intra and Inter company e-mail,

#### Training

- Training Material
- Training Records and Statistics
- Training Agreements

#### Finance and Administration

- Accounting Records
- Annual Financial Statements
- Agreements
- Banking Records
- Correspondence
- Banking details and bank accounts;
- Debtors/Creditors statements and invoices;
- General ledgers and subsidiary ledgers;
- General ledger reconciliation
- Invoices and Statements
- Management Reports
- Tax Records and Returns
- SARS Returns
- Statistics SA Returns

## Marketing and Communication

- Proposal Documents
- New Business Development
- Marketing Strategies
- Communication Strategies
- Agreements
- Marketing Brochures

## Operations

- Access Control Records
- Agreements
- Archival Administration Documentation
- Communication Strategies
- Contracts
- General Correspondence
- Order forms
- Patents and Trade Mark Documents
- Insurance Documentation
- Service level agreements
- Travel
- Travel Documentation
- Vehicle Registration Documents
- Customer complaints

## RECORDS HELD

### Secretarial Services

- Applicable statutory documents such as but not limited to certificates of incorporation and certificates to commence business
- Annual Reports
- Corporate Structure Diagrams
- Project, disaster recovery and implementation plans
- Association Agreement
- Statutory Returns to Relevant Authorities
- Shareholder Agreements
- Meeting Minutes

### Legal

- Contracts;
- Commercial disputes; and
- Litigation.
- Any agreements related to the operations
- Employment agreements, contracts.
- Contractors agreements
- Standard Terms and Conditions for supply of Services, Products and Software;
- Software Contractor, client and supplier agreements and information;

## ACCESS REQUESTS

### S 51(1)(e)

### Access Request Procedure

It important to note that the successful completion and submission of an access request form does not automatically allow the requester access to the requested record. An application for access to a record is subject to certain limitations if the requested record falls within a certain category as specified within Part 3 Chapter 4 of the Act If it is reasonably suspected that the requester has

obtained access to records through the submission of materially false or misleading information, legal proceedings may be instituted against such requester.

#### Completion of Access to Information Form

- In order to facilitate a timely response to requests for access, all requesters should take note of the following when completing the Access Request Form:
- The Access Request Form must be completed.
- Proof of identity is required to authenticate the identity of the requester. Therefore in addition to the access form, requestors will be required to supply a copy of their identification document.
- Type or print in BLOCK LETTERS an answer to every question.
- If a question does not apply, state N/A in response to that question.
- If there is nothing to disclose in reply to a particular question state (nil] in response to that question.
- If there is insufficient space on a printed form, additional information may be provided on an additional attached folio.
- When the use of an additional folio is required, precede each answer with the applicable title.

#### Submission of Access Request Form

- The completed Access Request Form together with a copy of the identity document must be submitted either via conventional mail, e-mail or fax and must be addressed to the contact person as indicated above.
- This fee is not applicable to Personal Requesters, referring to any person seeking access to records that contain their personal information.
- An initial, request fee of R57.00 (incl. VAT) is payable on submission.

#### Payment of Fees

- Payment details can be obtained from the contact person as indicated above and can be made either via a direct deposit, by bank guaranteed cheque or by postal order (no credit card payments are accepted). Proof of payment must be supplied.
- The access fee must be paid prior to access being given to the requested record.
- If the request for access is successful an access fee may be required for the search, reproduction and/or preparation of the record(s) and will be calculated based on the Prescribed Fees
- If a deposit has been paid in respect of a request for access, which is refused, then the information officer concerned must repay the deposit to the requester.

Signed at Winston Park, Kwazulu Natal, Republic of South Africa on the 7th December 2011

SIGNED

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Michael Stanley Lombard

#### SECRECY AND NON-DISCLOSURE AGREEMENT

Between Mike Lombard Financial Services CC t/a Pfire (hereinafter referred to as "The Discloser")

With details as per section two and three of the PAIA Section 51 Manual.

And The Requestor

With details as per part B of Request form A (hereinafter referred to as "Request form A") contained in the PAIA Section 51 Manual of "The Discloser"

As indicated herein, the party disclosing the requested information is referred to as the "The Discloser" and the party requesting the Information is referred to as "The Requestor".

- WHEREAS

- The Requestor wishes to acquire or obtain information from The Discloser in terms of the promotion of Access to Information Act, and
- The Discloser may, based on the use and/or purpose thereof, and at its own discretion, make available the said information to The Requestor, who may obtain the said requested proprietary information, technical knowledge, experience, specimens and data of a secret and confidential nature relating to the main business and any subsidiary concerns of The Discloser as specified in 2.4 of The Discloser's PAIA Section 51 Manual, all of which are regarded by The Discloser as valuable commercial assets of a highly confidential nature herein after referred to as ("information")
- during the course of the request, and/or discussions, negotiations, meetings, telephonic discussions, emails, faxes and/or other activities (including, and without limitation to the particular media type, visits or demonstrations) between the parties, each party may receive, observe or otherwise have access to information that
- relates to The Disclosers past, present and/or future business activities, research, development, products, services, knowledge and know-how and;
- Either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it is obvious or should be obvious to the other party that it is claimed as confidential ("Information").

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS REGARDING INFORMATION

- USE OF INFORMATION
- Information of The Discloser may be used by the Requestor only for the use and/or purpose(s) set forth in Request form A as contained in the PAIA Section 51 Manual of The Discloser. The Requestor agrees to protect the confidentiality of the said information in the same manner as they would protect the confidentiality of their own proprietary and confidential information, and furthermore by using reasonable care. The requestor shall not be considered in breach of the terms of this Agreement if it adheres to these standards of care.
- Except for the use and/or purpose(s) set forth in the Requestor Form A of The Discloser's PAIA section 51 Manual, the confidential Information of The Discloser may not be copied, reproduced, distributed, disseminated, sold or divested in any way, form or manner to any third party now or at any time in the future.
- The Discloser provides the Confidential Information "AS IS" and without prejudice to any of its rights by virtue thereof.
- The Requestor shall:
  - treat as strictly confidential, any and all Information in any from given or made known to the Requestor;
  - keep all said information obtained secret towards third parties and only use the information for the purpose as indicated in the Requestor Form A and to disclose same to their employees only on the basis of the need to know;
  - accept responsibility for the observance of the Secrecy Agreement by their employees;
  - Cause all of their employees who are directly or indirectly given access to the said proprietary and secret information to execute Secrecy Undertakings in a form acceptable to The Discloser in order to protect The Discloser against the unauthorised use or disclosure of such information to any third party and to fully co-operate in the enforcement of such Secrecy Undertakings.
- OWNERSHIP OF CONFIDENTIAL INFORMATION

- Confidential Information disclosed under this Agreement shall at all times remain the property of The Discloser. No rights in or to the material disclosed, is granted by this Agreement nor any disclosure of Confidential Information under this Agreement except as provided herein. All Information made available under this Agreement, including copies thereof, shall be returned to The Discloser, upon The Discloser's request or consent, and/or destroyed upon the first to occur of :
  - completion of the purpose(s) set forth in this Agreement; or
  - the reasonable request of The Discloser;
- Disclosure of Information shall not constitute any representation, warranty, assurance, guarantee or inducement by The Discloser with respect to infringement of the rights of third parties. No warranty or representation as to the accuracy, completeness, or technical or scientific quality of any Confidential Information is provided herein. WITHOUT RESTRICTING THE GENERALITY OF THE A FOREGOING, The Discloser MAKES NO REPRESENTATION OR WARRANTY AS TO USABILITY OR SUITABILITY FOR A PARTICULAR PURPOSE OF ANY INFORMATION DISCLOSED HEREUNDER.

- **EXCLUSIONS**

Nothing in this Agreement shall prohibit or limit the Requestors use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies):

- that at the time of disclosure is published or otherwise generally available to the public;
- that after disclosure by The Discloser is published or becomes generally available to the public, other than through any act or omission on the part of The Discloser;
- that the Requestor can show was in his/her possession at the time of disclosure and which was not acquired directly or indirectly from The Discloser;
- that was lawfully acquired from others who did not obtain it under pledge of secrecy to The Discloser;
- That The Discloser is obliged to disclose in terms of an order of Court, subpoena or other legal process.

- **BREACH**

It is acknowledged that any breach of this Agreement by the Requestor would cause The Discloser irreparable injury and damage not compensable in monetary damages alone. Accordingly, in the event of a breach, or the threat of a breach, The Discloser, in addition to its other remedies, is entitled to a restraining order, preliminary injunction or similar relief so as to specifically enforce the terms of this Agreement or prevent, cure or reduce the adverse effects of the breach.

- **GOVERNING LAW**

This Agreement shall be deemed to be an Agreement made in the Republic of South Africa and subject to South African Law.

- **ENTIRE AGREEMENT**

This Agreement is the only and exclusive agreement between The Discloser and the Requestor with respect to the subject matter of this Agreement, and it supersedes all prior or contemporaneous representations, promises, inducements, proposals, discussions and other communications.

- **CANCELLATION**

This agreement will remain in effect for a period of 5 years, unless cancelled by The Discloser.

- GENERAL PROVISIONS

- No furnishing of Confidential Information and no obligation hereunder shall be construed to obligate The Discloser to: (a) enter into any further agreement or negotiation with or make any further disclosures.
- The Requestor shall not directly or indirectly use or cause the use of the Information obtained from The Discloser to the disadvantage of The Discloser or to the advantage of a third party's competitive ability.
- No public announcement or disclosure beyond those disclosures authorised for Information in the Requestor form A may be made by the Requestor.

FORMS

S 51(1)(e) Access Request Form A

REQUEST FOR ACCESS TO RECORD OF PRIVATE BODY  
(Section 53(1) of the Promotion of Access to Information Act No 2 of 2000 ) [Regulation 10]

PARTICULARS OF BODY

Requests can be submitted either via conventional mail, e-mail or fax and should be addressed to the relevant contact person as indicated below:

Mike Lombard Financial Services t/a Pfire

Contact Name: Michael Stanley Lombard  
Postal Address: 21 Alexander drive, Winston Park, KZN, 3610, Republic of South Africa  
Telephone number: +27 31 7644 090  
Fax Number: +27 31 7644 090  
E-mail address: mike@pfire.co.za

PARTICULARS OF REQUESTER (If Natural Person)

- (a) Particulars of the person who requests access to the record must be recorded below.
- (b) Furnish an address and/or fax number in the Republic to which information must be sent.
- (c) Proof of the capacity in which the request is made, if applicable, must be attached.

Full names and surname:

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Identity

Number: \_\_\_\_\_

Postal address:

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Postal code: \_\_\_\_\_

Phone

number: \_\_\_\_\_



Fax number: \_\_\_\_\_

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Email address: \_\_\_\_\_

Capacity in which request is made, when made on behalf of another person:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2b PARTICULARS OF REQUESTER (If Legal Entity)**

- (a) Particulars of the person who requests access to the record must be recorded below.
- (b) Furnish an address and/or fax number in the Republic to which information must be sent.
- (c) Proof of the capacity in which the request is made, if applicable, must be attached.

Name of Entity:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Registration No:  
\_\_\_\_\_

Postal address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal code: \_\_\_\_\_

Phone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

—

Email address: \_\_\_\_\_

**3 PARTICULARS OF PERSON ON WHOSE BEHALF REQUEST IS MADE**

This section must ONLY be completed if a request for information is made on behalf of another person.

Full names and Surname  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Identity number:  
\_\_\_\_\_

**4 PARTICULARS OF RECORD**

- (a) Provide a full particular of the record to which access is requested, including the reference number if it is known to you, to enable the record to be located.
- (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

Description of record or relevant part of the record:

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Reference number, if available:

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Any further particulars of record:

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#### 5 FEES

- (a) A request for access to a record, other than record containing personal information about yourself, will be processed only after a non-refundable request fee of R57.00 has been paid.
- (b) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare the record.
- (c) You will be notified of the required amount to be paid as the access fee.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

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#### 6a FORM OF ACCESS TO RECORD

Form in which record is required

Please select from the given options:-.

#### NOTES:

- (a) Compliance with your request in the specified form may depend on the form in which the record is available.
- (b) Access in the form requested may be refused under certain circumstances. In such a case you will be informed whether access will be granted in another form.
- (c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.

1. If the record is in written or printed form:

Copy of record\*  
Inspection of record

2. If record consists of visual images:

(This includes photographs, slides, video recordings, computer-generated images, sketches, etc.)

- View the images
- Copy of the images\*
- Transcription of the images\*

3. If the record consists of recorded information that can be reproduced in sound:

- Listen to the soundtrack
- Transcription of soundtrack\* (audio cassette) (written or printed document)

4. If the record is held on computer or in an electronic or machine-readable form:

(this includes photographs, slides video recordings, computer-generated images, sketches, etc.)

- Printed copy of record\*
- Printed copy of Copy in computer information derived from the record. readable form\* (stiffy or compact disc)

\*If you requested a copy or transcription of a record (above), do you wish the copy or transcription to be posted to you? Postage is payable. Yes No

Note that if the record is not available in the language you prefer, access may be granted in the language in which the record is available.

In which language would you prefer the record?

\_\_\_\_\_

#### 6b In the event of disability

If you are prevented by a disability from reading, viewing or listening to the record in the form of access provided for in Ito 4 above, state your disability and indicate in the form in which the record is required.

Disability

Form in which record is required

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 7 PARTICULARS OF RIGHT TO BE EXERCISED OR PROTECTED

If the space provided is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all additional folios.

1. Indicate the right to be exercised or protected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Explain why the record requested is required for the exercise or protection of the aforementioned right:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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8 NOTICE OF DECISION REGARDING REQUEST FOR ACCESS

You will be notified in writing whether your request has been approved or denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request

How would you prefer to be informed of the decision regarding your request for access to the record?

9 Signed at \_\_\_\_\_ this \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_\_

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Signature of Requestor/Person on  
whose Behalf request is made

