

## **SPECIAL POWER OF ATTORNEY**

I, the undersigned Principal (complainant/consumer)

Title (Hon, Dr, Mr, Mrs, Miss, Ms): \_\_\_\_\_

Surname: \_\_\_\_\_

First Names: \_\_\_\_\_

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

do hereby nominate, constitute, and appoint the following person and/or entity:

Title (Hon, Dr, Mr, Mrs, Miss, Ms): \_\_\_\_\_

Surname: \_\_\_\_\_

First Names: \_\_\_\_\_

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

Name of Firm: \_\_\_\_\_

to be my lawful Agent to act in my name, place, and stead, and for the sole benefit and on my behalf, for the below mandated terms.

### **1. Important Notice (MIOSA Service and Fees)**

- 1.1 I acknowledge that Section 4 of the Consumer Protection Act, No. 68 of 2008 (the Act) (the Act grants me the right to seek redress through a forum such as MIOSA, which provides its services to consumers at no cost). I understand, however, that costs may arise in circumstances where external experts, inspections or reports are required.
- 1.2 I acknowledge that I have been informed that appointing a private legal representative or law firm is not a legal requirement for approaching MIOSA, and that any fees agreed upon between myself and such a representative are a private arrangement to which MIOSA is not a party to, nor for which it bears any responsibility.

### **2. Appointment and Scope**

- 2.1 I, the undersigned Principal, hereby appoint the Agent as my lawful representative for the limited purpose of preparing, lodging and processing my Motor Industry Ombudsman of South Africa (MIOSA) complaint under case reference number: \_\_\_\_\_, concerning the alleged contravention of my consumer rights under the Act.
- 2.2 The Agent is authorised to prepare and submit my complaint to MIOSA; receive and respond to correspondence; request, obtain and share documents and information reasonably required for MIOSA's process (including from the supplier, finance house, insurer, assessors, repairers and service providers); arrange and attend inspections or assessments; and sign, submit and uplift documents strictly as necessary to give effect to this mandate.
- 2.3 The Agent's authority is strictly administrative and procedural and does not entitle the Agent to act in any manner beyond the scope of MIOSA's Alternative Dispute Resolution process.

### **3. Limits on Authority**

- 3.1 This mandate does not authorise the Agent to institute or defend any court or tribunal proceedings, to contract with MIOSA on my behalf, to settle or withdraw the complaint, to admit liability, to make concessions, to bind me to any agreement or undertaking, to assume or incur any financial obligations on my behalf, or to receive, hold or pay any monies, unless I give prior written consent addressed to both MIOSA and the Agent.

**Principal Initial:** \_\_\_\_\_

**Agent Initial:** \_\_\_\_\_

- 3.2 The Agent may not appoint or mandate any external consultant, expert or third party on my behalf without my prior written approval.
- 3.3 MIOSA must treat me, the Principal, as the primary party to the dispute, and the Agent may not prevent or limit MIOSA from communicating directly with me should MIOSA consider it necessary.

**4. Sub-Delegation**

- 4.1 Where the Agent is a firm, this authority extends to its partners, directors and employed professionals acting under supervision, solely for the purpose of carrying out the functions set out in this mandate.

**5. POPIA and Records**

- 5.1 I consent to the collection and processing of my personal information and vehicle data by MIOSA, the supplier and the Agent for Alternative Dispute Resolution purposes, and I authorise the Agent to obtain all records reasonably necessary from the supplier, service provider, financier, insurer, assessor or repairer for inclusion in the MIOSA file.

- 5.2 The Agent may use my personal information only for the proper execution of this mandate and must comply with the Protection of Personal Information Act, No. 4 of 2013.

**6. Duration and Withdraw**

- 6.1 This Special Power of Attorney remains in force until the MIOSA matter is finalised, unless I withdraw it earlier in writing.

- 6.2 Withdrawal takes effect once both MIOSA and the Agent have received my written notice of withdrawal, and the Agent must immediately cease acting upon such notice.

**7. Authorisation of Mandate**

- 7.1 I authorise all lawful acts of the Agent performed within the scope of this mandate.

Principal Signature:

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Principal Name (print):

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Date:

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Agent's acknowledgement and acceptance

I, the undersigned, accept this mandate subject to the limits above.

Agent Signature:

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Agent Name (print)/For Firm:

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Date:

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If the Principal is a company / CC / Trust:

Witness 1 Signature:

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Date:

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Witness 2 Signature:

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Date:

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