

**GENERAL POWER OF ATTORNEY  
TABLE OF CONTENTS**

1	Parties.....	1
2	Appointment of Agent.....	1
3	Representation of Affairs.....	1
4	Ratification .....	2
5	Signatories.....	2

**1 Parties**

1.1 The Parties to this power of attorney are:

1.1.1 \_\_\_\_\_, with identity number \_\_\_\_\_ (insert name and identity number of principal) ("Principal"); and

1.1.2 \_\_\_\_\_ (insert name and identity number of agent) ("Agent").

**2 Appointment of Agent**

2.1 The Principal appoints the Agent to represent him/her in managing and transacting in his/her legal and business affairs in South Africa.

2.2 The Principal grants the Agent with full power and authority to act for him/her in his/her name, account, and benefit.

**3 Representation of Affairs**

Without detracting from the generality of the following, the Agent shall have these powers:

**3.1 Immovable Property**

3.1.1 Lease Agreement: to manage and let the Principal's immovable property, maintain the said property, collect and receive rental, terminate a lease agreement, and take the necessary legal action for ejectment or other legal action relating to a lease agreement.

3.1.2 Sale Agreement: to sell the Principal's immovable property at a price favourable to the Principal, and undertake other acts necessary to effect transfer of the said property.

**3.2 Business Affairs**

To manage the Principal's business affairs (including, but not limited to, to enter into partnerships, liquidate a partnership, or transfer partnership property; subscribe to a memorandum of understanding, to lodge consent to act as a director of a company, and sign all documents necessary; sign and execute an agreement to become a member in a close corporation; and, if necessary, assist in an insolvency process such as attending the meetings of creditors, to prove a claim, and vote for the election of a Trustee), investments, securities and movable property, and to give a receipt, release, discharge, and demand; and recover money, securities, debts, stocks, shares, and property belonging to the Principal, whether solely or jointly with any other person/s.

**3.3 Legal Proceedings**

To demand, commence, carry on, settle, abandon, or defend legal proceedings; and to appoint and mandate an attorney.

**3.4 Disputes**

To arrange, settle, compromise, or submit to arbitration all accounts, claims and disputes; and for the purpose of arbitration to make the necessary appointments and to sign and execute all documents.

**3.5 Shares**

To accept the transfer of shares; make an application in the Principal's name for shares in a company; sign any document requiring the signature of a shareholder; appear in person or proxy at the shareholders meetings, and vote accordingly; and sell or exchange shares.

**3.6 Money: to invest and borrow**

To invest the Principal's money, at such a rate of interest and upon such securities as the Agent thinks fit, deposit the said money with any institution authorised by law to accept money on deposit, to vary investments as the Agent deems necessary; and borrow money against security of immovable or movable property.

**3.7 Income**

To receive dividends, interest, and income as arising from securities, stocks, shares or other property, whether solely or jointly with any other person/s.

**3.8 Agreements and Suretyship**

To sign, execute, and perform all agreements entered into by the Principal with any other person/s (which includes to guarantee a liability of another person, and bind the Principal as a surety and co-principal *in solidum*).

**3.9 Banking Accounts**

To operate a banking account in the name, or in the joint names of the Principal and another person; open or operate a new banking account (including an overdraft or credit facility); draw, sign, endorse, and negotiate cheques, bills of exchange, dividends and interest; and pledge security for the payment of an account.

**3.10 Third Parties**

To act and co-operate with other person/s who have an interest in the Principal's business and legal affairs (which includes a usufruct).

**3.11 Deceased Estates**

To attend meetings of persons interested in an estate, testate or intestate, with which the Principal may be concerned as next of kin, heir, legatee, creditor, or otherwise; vote for the appointment of an Executor; prove a claim; and act in all matters relating to the estate.

**4 Ratification**

The Principal ratifies acts of the Agent (or person/s appointed by the Agent) by virtue of this power of attorney.

**5 Signatories**

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

As witnesses for the Principal:

- |    |           |           |
|----|-----------|-----------|
| 1. |           |           |
|    | Signature | Full name |
| 2. |           |           |
|    | Signature | Full name |

The Principal:

Signature	Full name

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_.

As witnesses for the Agent:

