



PSiRA
Private Security Industry Regulatory Authority

Private Security Industry Regulatory Authority

The Director, Private Security Industry Regulatory Authority,
Private Bag X817, PRETORIA, 0001

REQUIREMENTS TO REGISTER A SECURITY BUSINESS – APRIL 2016

NO APPLICATION(S) WILL BE ACCEPTED IF ANY OF THE BELOW-MENTIONED REQUIREMENTS ARE OUTSTANDING. PLEASE NOTE THAT THE REGISTRATION FEE IS NON-REFUNDABLE.

1. Entity documentation required for registration:

- 1.1. Partnership - Partnership Agreement – **MUST BE DRAFTED BY AN ATTORNEY**
- 1.2. Trust - Trust Documents– **MASTER OF THE HIGH COURT**
- 1.3. Co-operative – (See point number 16, page 4 of 8, for additional requirements)
OR
- 1.4. New Business registration documents as per CIPC

2. Individual documentation required from each Member, Director, Partner, Trustee

- 2.1. Suretyship Form (SIRA 4) to be signed and initialled by three signatories. - **To be completed in black ink**
- 2.2. Must be registered as a security service provider with a Grade **E to B**
- 2.3. Certified copy of ID
- 2.4. Certified copy of PSiRA certificate
- 2.5. Comprehensive curriculum vitae

3. Business documentation required

- 3.1. Tax Clearance Certificate - *Apply at SARS (South African Revenue Service)*
- 3.2. VAT Registration Number – if applicable
- 3.3. PAYE Number – if applicable
- 3.4. Proof of registration with provident fund
- 3.5. U.I.F – (*Dept. Labour*)
- 3.6. C.O.I.D – (*Dept. Labour*)
- 3.7. Lease agreement or proof of ownership
- 3.8. Proof of landline – statement / letter from service provider
 - 3.8(a) A letter regarding the use of a landline (**if proof of telephone is not in the applicant's / business name**)

4. Business Plan for 1 year

5. Resolution stating that they will be able to operate for the next year.

6. Specimen Resolution to be submitted on Business Letterhead. (**Attached to SIRA 2**)

7. Infrastructure of the Office:

Office to be equipped with a desk, chair, working fax and telephone line plus a lockable filing cabinet or personal computer - must be an immovable structure.

8. Registration fee of **R5 800.00** (*all cheques must be bank guaranteed*) **copy of proof of payment to be attached to the application**

Payments to be made out to the **Private Security Industry Regulatory Authority**

Bank: Nedbank, Arcadia
Account Number: 16333 66200
Branch Code: 163345
Ref no: Director's ID no. (**ONLY**)

NB! ANNUAL FEES ARE PAYABLE WHETHER YOUR COMPANY IS OPERATIONAL OR NOT ANNUAL FEES TO BE PAID ACCORDING TO THE Guideline for Annual Fees Billing AVAILABLE ON www.psira.co.za

Registrations Office (Business Enquiries)

E-mail: registration@psira.co.za

Tel: (012) 003-0623 / (012) 003-0617

Fax: (086) 605-1017 / (086) 219-6840

info@psira.co.za

(012) 003-0500/01

**THE DIRECTOR
PRIVATE SECURITY INDUSTRY
REGULATORY AUTHORITY
PRIVATE BAG X817
PRETORIA
0001**



PSIRA
Private Security Industry Regulatory Authority

**Private Security Industry
Regulatory Authority (SIRA)**

Application for registration as a security service
provider in terms of the Private Security Industry
Regulation Act 56 of 2001 ("the Act")

**APPLICATION IN RESPECT OF A
SECURITY BUSINESS**

[SIRA-2]

PARTICULARS OF APPLICANT BUSINESS

																									Company/CC/Trust Registration Number									
																									Name of business									
																									Trade Name									
																									Income Tax Reference Number					SOIB Reference Number (if any)				
																									VAT Registration Number									
																									PAYE Registration Number									
																									UIF Number									
																									COID Registration number									

TYPE OF BUSINESS ENTITY

01	SOLE PROPRIETOR	02	COMPANY	03	PARTNERSHIP	04	CLOSE CORPORATION
05	TRUST	06	FOUNDATION	07 OTHER (Specify)			

Indicate the nature of the security service/s you intend to render to clients (mark with 'X')

01	GUARDING AND/OR PATROLLING: COMMERCIAL, INDUSTRIAL OR RESIDENTIAL	02	SAFEGUARDING ASSETS IN TRANSIT/PROVIDING SECURE TRANSPORT	03	PROVIDING CLOSE PERSONAL PROTECTION/ BODYGUARDING	4	PROVIDING ADVICE ON THE PROTECTION OF PERSONS OR PROPERTY, ANY OTHER SECURITY SERVICE OR THE USE OF SECURITY EQUIPMENT
05	PROVIDING REACTION OR RESPONSE SERVICES	06	ENSURING SAFETY AND ORDER ON PREMISES (SPORTING, RECREATIONAL, ENTERTAINMENT)	07	MANUFACTURING, IMPORTING, DISTRIBUTING OR ADVERTISING OF MONITORING DEVICES	8	FUNCTIONING AS PRIVATE INVESTIGATOR
09	PROVIDING SECURITY TRAINING OR INSTRUCTION	10	INSTALLING, SERVICING OR REPAIRING SECURITY EQUIPMENT	11	PROVIDING SERVICES OF A LOCKSMITH	12	MONITORING SIGNALS FROM ELECTRONIC SECURITY EQUIPMENT (SECURITY CONTROL ROOM)
13	MAKING PERSONS OR THEIR SERVICES AVAILABLE FOR RENDERING OF A SECURITY SERVICE	14	PROVIDING SECURITY AT SPECIAL EVENTS	15	"CAR WATCH" OR RELATED ACTIVITIES	16	OTHER (Please specify below)

STREET ADDRESS OF APPLICANT BUSINESS

																									Postal Code

This application must be accompanied by:

1. Registration fee:

- TOTAL 5 700.00

2. Duly completed individual applications for registration as security service providers, accompanied by all the required supporting documentation, in respect of all directors/members/partners/trustees/administrators and persons performing executive or managing functions of the applicant security business, as the case may be, if they are not already registered as security service providers;
3. An authenticated copy of the COR documentation if the applicant is a close corporation;
4. An authenticated copy of the COR documentation if the applicant is a company;
5. A list, certified as correct by the duly appointed auditor of the applicant, if the applicant is a company which is not listed publicly with the names, identity numbers and street addresses of all shareholders of the applicant as at the date when the application for registration is made, or such certified particulars of all shareholders of the applicant who own or control 5% or more of the total shareholding of the applicant if the applicant is a publicly listed company;
6. An authenticated copy of the partnership agreement if the applicant is a partnership;
7. An authenticated copy of the trust deed and authorization from the Master of the High Court to the trustees if the applicant is a trust;
8. An authenticated copy of the documentation establishing the foundation if the applicant is a foundation;
9. An authenticated copy of the documentation or authority in terms of which the applicant is established or functions if it is a body or entity other than a company, close corporation, partnership, trust or foundation.
10. A tax clearance certificate from the South African Revenue Service, unless the director dispenses with this requirement for a sound reason; and
11. A declaration and substantiation to the Authority in such format as may be prescribed by the Authority regarding the applicant's infrastructure and capacity to render a security service (Business Plan).
12. A list of branch offices operated by the applicant specifying region, business address, telephone number, facsimile number and the name of the person in control of that branch office.
13. Particulars of firearms licenses and permits issued to the applicant security service provider.
14. A resolution in such format as may be prescribed by the Authority passed at a duly constituted meeting of the owners/directors/members/ trustees/partners of the applicant authorizing the owner/director/member/partner/trustee signing this application to do so.
15. Suretyship / guarantee undertaking in the prescribed format (SIRA-4).
16. Additional requirements for registration of Co-operatives;
 - 5 natural persons (minimum registration required)
 - Constitution of cooperatives
 - Terms of the directors
 - Requirements of being a member and termination of membership
 - Financial statement and letter or certificate from the auditors
 - Remuneration structure and benefits of workers (co-operative members)
 - Type of co-operative

IMPORTANT NOTES:

1. The onus to ensure that all requirements for application and registration are met rests on the applicant.
2. The application fee will not be refunded in the event that the application for registration is refused for whatsoever reason.
3. Annual fees will be levied to the business once the business is registered
4. Your attention is drawn to the infrastructural and capacity assessment that will be conducted by the Authority in terms of Regulations 5 and 10. Failure to meet these requirements may result in your application for registration being refused.

Security Industry Regulatory Authority Application Checklist - Business

Name _____

Date _____

<u>NO.</u>	<u>REQUIREMENT</u>	<u>REGULATION</u>
[]	1. Duly completed application form (SIRA 2)	2(1)
[]	2. Payment of prescribed amount	2(3)(a)
[]	3. Application for registration by an individual in respect of each person who performs or will perform executive or managing functions, a director, member, partner, trustee or administrator of a security business or persons who manage, control or supervise the rendering of a security service, unless already registered as a security service provider, together with requirements as per individual application checklist.	2(3)(b)
[]	4. A surety form in the prescribed format (SIRA 4) in respect of each director, member, partner, trustee or administrator of a security business unless already registered as a security service provider, together with requirements as per individual application checklist.	2(2)(j)
[]	5. Authenticated copy of:	
	5.1 CK1 and CK2 if applicant is a close corporation	2(3)(c)
	5.2 CM1, CM2, CM27, CM29, CM31 if applicant is a company	2(3)(d)
	5.3 Partnership agreement if the applicant is a partnership	2(3)(f)
	5.4 Trust deed if the applicant is a trust	2(3)(g)
	5.5 Documentation establishing the foundation if the applicant is a foundation	2(3)(h)
	5.6 Such other documentation establishing the applicant if it is a business entity other than a close corporation, company, partnership, trust or foundation	2(3)(i)
[]	6. List furnished by the duly appointed auditor of shareholders of the applicant in the event that the applicant is a company	2(3)(e)
[]	7. Tax clearance certificate from SARS	2(3)(j)
[]	8. Detailed information on infrastructure	2(3)(k)
[]	9. Resolution by the applicant business in the prescribed format to apply for registration as a security service provider	2(3)(l)

Specimen resolution to be submitted with application for registration as a security service provider (security business)

BUSINESS LETTERHEAD

Resolution passed at a duly constituted meeting of the _____
 (owner/directors/members/trustees/partners) of _____
 (registered name of business), _____ (registration number)
 held at _____ (place) at _____ (time) on _____ (date).

Resolved:

That _____ (name of natural person) in his/her capacity as
 _____ (owner/director/member/trustee/partner) be and is hereby authorized to make
 application to the Private Security Industry Regulatory Authority in terms of Section 21 of the Private Security Industry
 Regulation Act 56 of 2001 on behalf of _____ (registered name of business) to
 be registered as a security service provider.

Specimen signature of duly authorized person

Certified Correct

Name	Capacity	Signature	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(all owners/directors/members/trustees/partners to sign)

THE DIRECTOR
PRIVATE SECURITY INDUSTRY
REGULATORY AUTHORITY
PRIVATE BAG X817
PRETORIA
0001



**Private Security Industry
Regulatory Authority (SIRA)**

**"Suretyship in terms of Regulation
2(4)(c) of the Regulations made
under the Private Security Industry
Regulation Act No. 56 of 2001"**
[SIRA-4]

I / We the undersigned,

Full name and identity number (hereinafter called "the Surety")

Full name and identity number (hereinafter called "the Surety")

Full name and identity number (hereinafter called "the Surety")

Full name and identity number (hereinafter called "the Surety")

Full name and identity number (hereinafter called "the Surety")

Hereby bind ourselves jointly and severally in favour of:

**THE PRIVATE SECURITY INDUSTRY REGULATORY AUTHORITY
(Established in terms of Act No. 56 of 2001)
(hereinafter called "the Authority")**

as Surety for and co-principal debtor *in solidum with*:

(hereinafter called "the Applicant Business")

for the payment of every amount which may now or at any time hereafter be or become owing by the Applicant Business to the Authority in terms of the Private Security Industry Regulation Act ("the Act"), any Regulations made under the Act, the Private Security Industry Levies Act or any other amount due and payable to the Authority, and for the due performance of every obligation, howsoever arising, which the Applicant Business may now or at any time hereafter be or become bound to perform in favour of the Authority, **its predecessor or lawful successors in title.**

The Surety hereby agrees that:

1. This agreement shall establish a continuing covering liability on my part for whatsoever amount/s and whatsoever other obligation/s will be owing by the Applicant Business to the Authority for the time being, notwithstanding any intermediate discharge or settlement of the amount and notwithstanding insolvency (which term, shall for all intents and purposes of this agreement include sequestration, surrender, winding up and judicial management) or legal disability of the Applicant Business, until the Authority agrees in writing to cancel this agreement.
2. Without restricting the generality of anything hereinbefore contained the Surety's liability hereunder shall not be limited to the principal sum of indebtedness of the Applicant Business to the Authority but shall also cover all amounts making up the indebtedness.
3. An admission or acknowledgement of indebtedness by the Applicant Business shall be binding on the Surety;

Initials

4. A certificate signed by the Director of the Authority as to the existence and amount of the indebtedness of the Applicant Business to the Authority at any time and as to the fact that the same is due and payable, shall be sufficient proof, for the purposes of provisional sentence or summary judgment against the Surety in any competent court, of the existence of the debt(s) referred to in such certificate, and amount/s owing thereon and the fact that such amount/s is/are liquidated and due and owing and has/have not been paid;
5. No extension of time or other indulgence in respect of any payment or performance, no delay or omission in demanding or enforcing any payment or performance, no whole or partial release from liability and no compromise or other arrangement in respect of the extent, amount, duration, reduction or postponement of liability, granted or allowed by the Authority to the Applicant Business or to the Surety, and no realization, release or abandonment (wholly or partially) of any security for any indebtedness covered hereby, shall discharge the Surety from liability *in solidum*;
6. In the case of insolvency or other legal disability of, or any general assignment, compromise, composition, scheme or arrangement entered into by or affecting the debts or obligations of the Applicant Business:
 - 6.1 The Authority shall be entitled to prove its claim in the winding up, judicial management, assignment, compromise, composition, scheme or arrangement concerned to the full extent of such claim, and neither the proof of such claim nor the expected receipt of any dividend/s or payment/s in respect thereof, shall in any way affect or derogate from the Authority's right to recover from the Surety, the amount/s for which such claim is proved and any of other sum/s for which the Surety, as the case may be, may be or become liable to the Authority hereunder;
 - 6.2 Any dividend/s or other payment(s) actually received by the Authority out of the winding up or judicial management concerned, or in terms of such assignment, compromise, composition, scheme or arrangement, shall (as far as the Surety is concerned) either, at the Authority's option:
 - 6.2.1 Be applied on account of the Applicant Business's indebtedness to the Authority, without releasing the Surety from liability to the Authority for the balance of such indebtedness; or
 - 6.2.2 be treated and held by the Authority as cash security for the liability hereunder of the Surety to the Authority until such time as the Authority will choose to apply the same towards such liability or, whichever is the sooner, until the Authority will have recovered from all sources the full amount of the indebtedness, any surplus of such cash security then held by it shall be paid over by the Authority to the Surety, and provided further that the Authority shall not be liable for the payment of interest on any such cash security, and
 - 6.3 All costs of and incidental to the proof of the Authority's claim in such winding up, judicial management, assignment, compromise, composition, scheme or arrangement as well as all costs and expenses of maintaining, conserving and/or realizing any security which the Authority may hold for its claim and all sums, including any contribution, payable by the Authority in consequence of the proof of its claim, shall be recoverable by the Authority from the Surety;
7. The Authority shall at all times be entitled to apply any amount/s received by it from the Applicant Business or from the Surety, or from the proceeds of any relevant security or otherwise, to such debt/s of the Applicant Business as the Authority may in its discretion decide and whenever the Authority may in its discretion think fit to do so.
8. **The Surety renounces the benefits of:**
 - 1.1 **excussion - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety for the full amount owing under this undertaking without first proceeding against the Applicant Business;**
 - 1.2 **division - by renouncing this benefit the Surety understands that where there is more than one surety for the Applicant Business' obligations, the Authority will be entitled to sue each surety for the full amount owing under this undertaking and not only for a *pro rata* share;**
 - 1.3 **cession of action - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety without first ceding the Authority's right of action against the Applicant Business to the Surety;**
 - 1.4 ***non causa debiti* - by renouncing this benefit the onus of disproving the cause of the debt will rest on the Surety;**
 - 1.5 **no value received, revision of accounts and errors in calculation - by renouncing these benefits the Surety agrees that the calculation of the amount owed is correct and the onus of proving an error will rest on the Surety; and**
 - 1.6 ***de duobus vel pluribus reis debendi* - by renouncing this benefit or legal exception the Surety acknowledges that joint sureties signing this document will be jointly and severally liable to the Authority.**

Initials

9. The Authority shall at all times be entitled to apply any amount/s received by it from the Applicant Business or from the Surety, or from the proceeds of any relevant security or otherwise, to such debt/s of the Applicant Business as the Authority may in its discretion decide and whenever the Authority may in its discretion think fit to do so.

10. The Surety renounces the benefits of:

1.1exclusion - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety for the full amount owing under this undertaking without first proceeding against the Applicant Business;

1.2division - by renouncing this benefit the Surety understands that where there is more than one surety for the Applicant Business' obligations, the Authority will be entitled to sue each surety for the full amount owing under this undertaking and not only for a *pro rata* share;

1.3cession of action - by renouncing this benefit the Surety understands that the Authority becomes entitled to sue the Surety without first ceding the Authority's right of action against the Applicant Business to the Surety;

1.4 *non causa debiti* - by renouncing this benefit the onus of disproving the cause of the debt will rest on the Surety;

1.5 no value received, revision of accounts and errors in calculation - by renouncing these benefits the Surety agrees that the calculation of the amount owed is correct and the onus of proving an error will rest on the Surety; and

1.6 *de duobus vel pluribus reis debendi* - by renouncing this benefit or legal exception the Surety acknowledges that joint sureties signing this document will be jointly and severally liable to the Authority.

9. In terms of Section 45 of the Magistrate's Court Act 1944, the Surety hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the said Act in respect of any action to be instituted against the Surety by the Authority. It shall nevertheless be entirely within the discretion of the Authority whether to proceed against the Surety in such Magistrate's Court or to do so in any other court having jurisdiction.

10. The Surety hereby chooses *domicilium citandi et executandi* for all purposes arising out of this agreement as follows:

THIS DONE AND SIGNED at _____ on _____ in the presence of the Undersigned witnesses.

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

SIGNATURE: _____

WITNESSES:

1. _____

2. _____

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