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# Assistants' Masterclass 2025

Module 1: Legal & Compliance  
Salome Young  
8 May 2025



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# Assistants' Masterclass 2025 modules

Date	Module	Topic	Presenter
8 May	Module 1	Legal and Compliance	Salome Young & Francheska Subban
22 May	Module 2	The tech-enabled assistant	Serita Ramdhani
5 June	Module 3	Case studies with Albert	Albert Coetzee
19 June	Module 4	The web: accomplished and envisioned	Mark Hounsell & Leonie Schoeman
3 July	Module 5	Mastering the art of adaptability – enhancing your communication skills	Rhonwyn Poole
17 July	Module 6	Mastering administrative processes	Kagiso Kunene

One hour sessions,  
every second Thursday

Assessments will be available  
until 31 July 2025;  
5 attempts per module


Pass rate = 80%  
91%+ will be a distinction

# What if I have questions?

- Module specific questions can be typed in the Q&A section of the call
- Dedicated mail support:  
**[masterclass@ninetyone.com](mailto:masterclass@ninetyone.com)**
- Ask your Sales Manager



# Agenda

- 01 Power of Attorney
  - 02 Curator vs Administrator
  - 03 Divorce orders and retirement funds
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The background features a dark teal color with three overlapping, tilted rectangular shapes in a light salmon or peach hue. The shapes are arranged in a descending staircase pattern from the top right towards the center.

01

Power of Attorney



# Power of Attorney

## Background

### What is it?

- Legal document that gives a person (‘the agent’) the authority to act on behalf of another person (‘principal’). There are two kinds of powers of attorney that a principal can give to an agent. Also known as POA
- Can have more than one principal and more than one agent.
- Two types of POAs
  - General POA
  - Special POA



# Power of Attorney

## Types of POA

- **General:** gives an agent the authority to act on behalf of the principal in all matters.
  - Opening and operating bank accounts;
  - Buying, selling or renting property;
  - Recovering any amount owed to the principal.
  - Buying shares in a company.
  - Generally, do all things that will bind the principal.

- **Special:** grants authority to an agent for a specific purpose, such as:
  - To handle the principal's tax affairs;
  - A property transaction, or
  - To sign documents to open an investment.

### Is CATII mandate a POA?

- Only if there is a POA clause in the mandate



# General Power of Attorney

## General power of attorney

I, Roger Rabbit ('the Principal'), identity number 12345678910100 residing at 123 Looney Toons Avenue, Cape Town, hereby grant power of attorney to Jessica Rabbit ('the Agent'), identity number 1009876543211, residing at 123 Loony Toons Avenue, Cape Town, to be my lawful agent with full power of authority to act on my behalf.

The Principal grants the Agent full powers of authority, which include but are not limited to:

1. **Immovable Property:** To manage, let and maintain the Principal's immovable property.
2. **Business Matters:** To manage the Principal's business affairs, investments, securities and movable property; and make necessary payments relating to any of the aforementioned.
3. **Legal Disputes:** To demand, litigate and recover, and give discharges for all monies, securities for all sums of money, debts, stocks, shares and property of the Principal.
4. **Legal Proceedings:** To start, continue or defend any legal proceedings relating to the Principal's property or affairs. To settle, compromise or submit to arbitration all accounts, claims and disputes between the Principal and any other party. The Principal grants the Agent the following powers and authority:
5. **Shares:** To accept the transfer of any stocks, shares, funds, annuities and other securities, which are transferable to the Principal, whether solely or jointly with any other party.
6. **Investments:** To invest any of the Principal's money in any manner, rate of interest, and upon such securities necessary. The Agent may change the investments and pending any such investment, deposit the money or any part thereof with a bank, building society or other institution lawfully authorised to accept money on deposit.
7. **Income:** To receive dividends, interest and income arising from any stocks, shares or property that belongs to the Principal, whether solely or jointly with any other party.
8. **Agreements & Suretyships:** To give effect and perform in terms of all agreements entered into by the Principal.
9. **Bank Accounts:** To operate a banking account in the name, or in the joint names of the Principal and another person, open and 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.
10. **Third Parties:** The Agent may agree to perform any of the above actions in conjunction with any other party that has an interest therein.

The Principal hereby agrees to ratify all actions taken by the Agent under this Power of Attorney.

Signed at Cape Town on 27 November 2024.

The Principal: \_\_\_\_\_

The Agent: \_\_\_\_\_

Witness One: \_\_\_\_\_

Witness One: \_\_\_\_\_

Witness Two: \_\_\_\_\_

Witness Two: \_\_\_\_\_



# Special Power of Attorney

## Special Power of Attorney

I, the undersigned, Fred Flintstone, identity number 2003187592023, hereby nominate, constitute and appoint Barney Rubble of Rubble and Associates be my attorney and/or agent and/or delegate with full power and authority to act for me in respect of lodging and pursue an objection against the tax assessment issued in relation to the 2024 year/s of assessment, and to in my name, where required, note an appeal to the Tax Board or Tax Court and institute, prosecute and oppose any action and/or to sign the necessary documents and affidavits in the pursuance of such an appeal, including appearing on my behalf before the Tax Board, the Tax Court or any other Court.

THIS DONE, EXECUTED at Bedrock, on this the 27<sup>th</sup> day of November 2024

\_\_\_\_\_  
(Signature)

AS WITNESSES:

1. \_\_\_\_\_ [Full name: \_\_\_\_\_]

2. \_\_\_\_\_ [Full name: \_\_\_\_\_]



# Power of Attorney

## Requirements

- Principal must have **mental capacity** to understand nature and consequences of POA. Principal mentally incapacitated: POA is invalid.
- POA **in writing** and **clearly define** principal, agent and actions authorised.
- Principal must **sign** POA. If principal cannot sign: can make a mark, **must** be in the presence of a Commissioner of Oaths.
- POA must clearly **outline powers granted** to agent.



# Power of Attorney

## Requirements continued

- Both principal and agent must be **18 years old or older**.
- POA signed by principal in the presence of two competent witnesses who are required to sign in their capacity as witnesses.
- If POA is granted on behalf of a company or trust, POA must be submitted together with a resolution passed by the directors or trustees confirming the granting of the POA on behalf of company or trust.



# Power of Attorney

## Limitations

- Certain powers cannot be delegated to an agent and can only be exercised by the principal themselves. Examples include:
  - Divorce proceedings;
  - Signing a will, or
  - Claim for personal damages, such as defamation.
- Invalid / Void POA
  - Principal does not have legal capacity to act due to mental incapacity; dementia, mental illness, or being in a coma.
  - Principal had legal capacity to act when POA was signed but later lost legal capacity.
  - Principal or agent dies.
  - Principal may also cancel / terminate POA at any time. NB inform any banks, investment companies, etc who may have POA on record.



02

Curator vs Administrator



# Curator vs Administrator

## Alternatives

- Curator appointment:
  - Appointed by the High Court giving authority to a person to act on behalf of principal.
  - High Court application needed.
  - There are different types of curator appointments:
    - *curator bonis* who is authorised to manage the principal's estate
    - *curator ad personam* - authorised to make decisions relating to the principal's daily living needs (where they live, medical decisions).
- Administrator appointment:
  - Master of the High Court can appoint an administrator in terms of the **Mental Healthcare Act** to manage the property of a person who has been diagnosed as mentally ill or a person with severe or profound intellectual disability.
  - Process is faster and more cost effective; but is limited to only where the person has a mental illness and severe or profound intellectual disability

# 03

## Divorce Orders and Retirement Funds





# Divorce Orders and Retirement Funds

## What is “pension interest”?

### Before 1 September 2024 (before two pot)

- Preservation fund – value of the benefit as at date of divorce
- RA – value of contributions made plus annual simple interest

### After 1 September 2024 (two pot impact)

- The member’s benefit in the fund, as determined by the rules of that fund, on the date that the court order is issued.

## Marital regimes

- In community of property.
- Out of community of property with accrual.
- Religious marriages, when court orders division of assets.

## What about Living Annuities?

### Montanari SCA case

- Living annuity cannot be allocated to spouse
- Right to income and future income may be taken into account for purposes of calculating the accrual



# Divorce Orders and Retirement Funds

## Requirements for valid divorce order

- The fund must be identified or identifiable. If the order includes the member's policy number, then the fund is identifiable.
- Pension interest must be awarded. The order must state either a percentage or rand amount of pension interest. Parties can agree to any percentage.
- The fund must be ordered to pay. The fund can only pay the pension interest if it is expressly ordered to do so.



# Divorce Orders and Retirement Funds

## Suggested simplified wording

1. The Plaintiff is a member of the Ninety One Retirement Annuity Fund ('the Fund').
2. The Defendant is, in accordance with section 7(7) and 7(8) of the Divorce Act, awarded 50% of the Plaintiff's pension interest in the Fund, as defined in section 1 of the Pension Funds Act.
3. The Fund is ordered to pay or transfer the assigned portion of the pension interest to the Defendant or an approved fund on their behalf in terms of section 37D of the Pension Funds Act.

- Consider submitting draft settlement agreement to the fund before it is made an order of court to confirm that wording is suitable.
- KZN courts require letter of no objection from the fund.



# Divorce Orders and Retirement Funds

## Options for non-member spouse

- Lump sum (non-member spouse is responsible for paying the tax (withdrawal tax tables))
  - **Two Pot impact:** Lump sum is paid proportionately from member's different pots
- Transfer to a fund in their own name (tax neutral)
  - All components are transferred as is.



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Thank you

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