DSD Submission Disclaimer

Castor Project Consultants (Pty) Ltd

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Important: CPC is an independent private service provider. CPC is not the Department of Social Development (DSD), the NPO Directorate, the National Lotteries Commission (NLC), a government department, funding agency or authorised representative of any such body. CPC does not guarantee NPO registration, compliance status, funding, approval, acceptance or any other third-party outcome.

1. Purpose

This Disclaimer applies to CPC NPO toolkits, document packs, templates, guidance, CPC Assistance and related services that may be used by a client in preparing information or documents for submission to the Department of Social Development (DSD) or another authority.

Its purpose is to clearly distinguish CPC's role from the role of DSD and to allocate responsibility for the final review, accuracy, completeness and submission of the client's information.

2. CPC does not submit to DSD

Unless expressly stated in a separate written agreement signed by CPC, CPC does not lodge, file or submit an NPO registration, annual report, change request, deregistration request, constitutional amendment or other NPO filing with DSD on behalf of a client.

The CPC NPO Platform does not represent itself as a DSD submission portal and does not create any agency, mandate, partnership, endorsement or official relationship between CPC and DSD.

The client remains responsible for making the final submission through the official DSD channel applicable at the time of submission.

3. What CPC does provide

CPC may provide, depending on the product or service purchased:

- editable NPO governance, operational, compliance and reporting documents;
- structured document packs and templates;
- general guidance on how documents may be completed and organised;
- technical preparation, formatting and digital organisation of documents;
- CPC Assistance or paid Assisted Completion where separately agreed;
- general compliance reminders and administrative support.

These services are intended to support preparation and administration. They do not transfer the client's legal, governance or filing responsibilities to CPC.

4. No representation of DSD approval or legal compliance

CPC documents are independently developed to support NPO governance and compliance preparation against requirements reasonably identified at the time the relevant version is issued. They are not official DSD forms or documents unless expressly identified as an unaltered official source document.

CPC does not warrant that use of a toolkit, template or CPC-reviewed document will result in registration, acceptance, a compliance letter, funding or any other approval by DSD or another authority.

Any CPC status such as "CPC Reviewed" is an internal CPC operational review status only. It does not mean that DSD has verified, approved, certified or accepted the NPO, its information or its documents.

References by CPC to governance support, compliance preparation, funding readiness or similar concepts must not be interpreted as a guarantee of legal compliance, DSD approval or a particular regulatory outcome.

5. Client responsibilities

The client remains responsible for:

- ensuring all names, registration details, dates, financial information, declarations and other information supplied are accurate, current and truthful;
- ensuring that the person providing information to CPC is authorised to do so and is entitled to provide any personal information or supporting documentation;

- reviewing every document before signature, use or submission;
- obtaining all required signatures, resolutions, approvals, certifications, annexures and supporting documentation;
- confirming the current DSD form, process, submission channel, deadline and supporting-document requirements immediately before submission;
- making the final submission to DSD through the official channel applicable at that time;
- retaining proof of submission, acknowledgement, reference numbers and copies of all documents submitted;
- monitoring the application or compliance status and responding to DSD requests, queries or deadlines;
- obtaining independent legal, accounting, tax or other professional advice where the matter requires advice outside CPC's agreed scope.

6. DSD processes and submission channels may change

DSD systems, portals, email addresses, physical submission arrangements, prescribed forms, service availability and internal procedures may change, be suspended or become temporarily unavailable.

For that reason, CPC does not guarantee that a submission route described in a CPC document, email or historic guidance remains available. The client must verify the current official DSD instructions at the time of submission.

CPC is not responsible for DSD portal outages, unavailable submission channels, lost or delayed submissions, DSD processing delays, DSD system errors, postal/courier failures or other events outside CPC's reasonable control.

7. Changes in law, policy and authority requirements

NPO legislation, regulations, official forms, DSD practices, guidance, funding rules and interpretation may change after a CPC document has been issued.

Unless CPC supplied information that was materially incorrect when issued, a later change in law, policy, form or authority practice does not by itself mean that the original CPC product was defective.

Where a later change requires material rework, CPC may provide an updated product, annual update service or other assistance under the applicable commercial terms.

8. DSD rejection, query or request for amendment

A DSD rejection, query, request for additional information or request for amendment does not automatically establish that CPC made an error.

Possible causes may include client-supplied information, missing signatures or supporting documents, changes made after CPC delivery, use of an outdated or different submitted version, a later requirement, or a DSD decision or interpretation outside CPC's control.

Where written DSD feedback identifies a potential error in a CPC-supplied document, the issue will be assessed under CPC's applicable Refund & Fix Guarantee. A confirmed material CPC error will be handled in accordance with that policy.

9. Client changes and third-party content

CPC is not responsible for errors, omissions or rejection caused by information inserted, deleted or changed by the client or another third party after CPC delivery, or by a failure to follow the document's intended use or instructions.

Where CPC incorporates information supplied by a client, CPC is entitled to rely on that information unless CPC has separately agreed in writing to verify it. CPC does not independently authenticate every client statement, identity document, financial figure, governance record or supporting document.

10. No agency, representation or authority

CPC does not act as the client's agent, representative, intermediary or authorised official in dealings with DSD merely because CPC supplied documents, guidance or administrative assistance.

No CPC employee, contractor, system status, toolkit, website statement or platform feature may be interpreted as giving CPC authority to bind DSD, make decisions for DSD, obtain preferential treatment, influence a regulatory decision or guarantee a processing timeframe.

11. Liability boundary

To the extent permitted by applicable law, CPC is not liable for a DSD or third-party decision, delay or rejection that is not directly caused by a material error in the CPC product or service supplied within the agreed scope.

CPC is not responsible for indirect or consequential losses such as lost funding, lost opportunities, lost income, penalties, reputational loss or third-party professional costs merely because DSD or another authority delays, queries or rejects a submission.

Nothing in this Disclaimer excludes or limits liability or statutory rights that cannot lawfully be excluded or limited under applicable South African law.

12. Relationship with other CPC terms

This Disclaimer must be read together with CPC's Terms of Use / Terms of Sale, Privacy & POPIA Policy, Refund & Fix Guarantee, document licence / permitted-use terms and any applicable quotation or service agreement.

If a specific written service agreement signed by CPC expressly assigns CPC a different responsibility for a particular engagement, that written agreement governs that responsibility to the extent of the inconsistency. No broader submission mandate is created by implication.

13. Contact

Questions regarding this Disclaimer or requests for CPC Assistance may be directed to:

- Email: info@castorprojects.com
- WhatsApp: +27 81 645 9338

Castor Project Consultants (Pty) Ltd may update this Disclaimer where legislation, DSD processes, CPC services or platform functionality changes. The current version and effective date should be displayed with the published document.