# FIREARMDESK CUSTODY TERMS

*Version 3, 17 November 2026. Published at https://firearmdesk.co.za/custody-terms/3, with its PDF. Estate firearm administration by Attestra Tech (Pty) Ltd, trading as Firearmdesk (registration number 2026/296939/07).*

*These Terms apply to an Executor who signs a Mandate Agreement with Firearmdesk that incorporates them. The copy attached to the Agreement when the Executor signs it applies, even if a later version is published; a later version binds the Executor only if the Executor accepts it in writing.*

## KEY POINTS

*This page is a summary only. If it differs from a clause of these Terms or of the Agreement, the clause applies (clause 1.4).*

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| **Who** | • Firearmdesk acts as the Executor's agent, and the Custody Partner is a licensed dealer, chosen by the Executor, that keeps each Firearm. |
| **What Firearmdesk may do** | • Provide Firearms Control Act compliance and coordination services (clause 2.1 of the Agreement).<br>• Conclude, for the Executor, the Deposit of each Firearm with the chosen Custody Partner (clause 2.3).<br>• Pay the Custody Partner's fees for the Executor and recover only what it has paid (clauses 5 of the Agreement and 10).<br>• Book a Permitted Transporter for the Executor, which invoices the Estate (clause 7.4).<br>• Report a Firearm lost or stolen during a move to SAPS, the Master and the Registrar (clause 12.18).<br>• After twenty-four (24) months in custody, or earlier if a storage invoice stays unpaid ninety (90) days after its due date, Firearmdesk or the Custody Partner may require a disposal instruction for a Firearm (clause 14.3).<br>• If the Executor gives no instruction within sixty (60) days, Firearmdesk asks again every sixty (60) days and gives fifteen (15) Business Days' notice, after which, under the Advance Instruction, a Firearm with realisable value may be sold on the Estate Conditions of Sale with the Heirs' Sale Approval, and one without it surrendered (clauses 14.5 and 14.11 to 14.22).<br>• Firearmdesk asks for the Heirs' Sale Approval when the Executor first instructs a Deposit, on one form for the Estate (clause 2.9).<br>• Twelve (12) months after the sixty (60) days on the first unanswered request run out, Firearmdesk stops paying the Custody Partner for a Firearm not sold, surrendered or released, which the Custody Partner then holds directly, invoicing the Estate (clause 14.8).<br>• A Firearm is surrendered at a police station by a Permitted Transporter's staff only under the Surrender Authority, or the Advance Surrender Authority, that every Executor signs by hand (clauses 16.7 and 14.14). |
| **What it does not do** | • Administer, liquidate or distribute the Estate (clause 3.4 of the Agreement).<br>• Possess, carry, transport, store, trade in or sell a Firearm, authorise a release or make a regulatory decision (clauses 3.6 and 3.7 of the Agreement).<br>• Receive the proceeds of a sale or buy a Firearm (clause 17.3).<br>• Take a commission, referral fee or rebate from a Custody Partner (clause 2.6.5).<br>• Deduct its fees from a sale price or a buyer's money, or delay a release because a fee is unpaid (clauses 5.1.7 and 5.1.8 of these Terms and clauses 5.6.2 and 5.9 of the Agreement).<br>• Charge for storing, carrying or transporting a Firearm (clause 10.8). |
| **Who is told where the Firearms are kept** | • Only the people listed in clause 3.2.<br>• A referring firm, including the Estate's Attorney, sees the region only (clause 3.3.2). |
| **What it costs** | • The amounts, and when each fee is charged, are in Schedule 1 to the Agreement.<br>• The Custody Partner's fees and the transporter's quote are paid at cost, without mark-up.<br>• If a Firearm is sold, the Custody Partner takes its commission from the price (Part C of Schedule 1). |
| **Termination** | • The Executor can terminate the Agreement by written notice (clause 12.1 of the Agreement).<br>• Firearmdesk can cancel the Agreement by written notice only if a due invoice, not disputed in good faith, remains unpaid ten (10) Business Days after the Executor receives Firearmdesk's written demand naming the invoice and the amount (clause 11.4 of the Agreement).<br>• Firearmdesk can terminate the Agreement only if it can no longer lawfully act (clause 12.2 of the Agreement).<br>• The Agreement terminates automatically if an Executor dies, is removed, replaced or discharged or has letters revoked, or the Estate is surrendered or sequestrated (clause 12.3 of the Agreement).<br>• Each Firearm stays with its Custody Partner after termination until the Executor instructs its release (clause 18.2). |

## 1. APPLICATION AND INTERPRETATION

1.1 These Firearmdesk Custody Terms ("these Terms"), Version 3 dated 17 November 2026, form part of the Mandate Agreement that the Executor signs with Firearmdesk ("the Agreement"), under clause 6 of the Agreement, and set out how Firearmdesk performs the Services for the Firearms kept in custody.

1.2 In these Terms:

1.2.1 a word defined in the Agreement has the same meaning;

1.2.2 the rules of interpretation in clause 1.4 of the Agreement apply; and

1.2.3 a reference to a Schedule is to a Schedule to the Agreement.

1.3 If a clause of the Agreement and a clause of these Terms differ, the clause of the Agreement applies (clause 6.6 of the Agreement).

1.4 A heading, summary, notice headed "Important", Schedule, Annexure or form yields to a clause of the Agreement or of these Terms.

1.5 In these Terms, unless the context indicates otherwise, the following words and expressions have the meanings given to them:

1.5.1 "Account Sale" means a written statement of a sale showing the price, the Custody Partner's commission and the balance paid to the Estate;

1.5.2 "Administration of Estates Act" means the Administration of Estates Act 66 of 1965;

1.5.3 "Advance Instruction" means the instruction in clauses 14.13 and 14.14, which the Executor gives by signing the Agreement;

1.5.4 "Advance Surrender Authority" means the authority and consent in Part 6 of the Instruction Forms, which every Executor signs on the Portal and by hand with the Agreement;

1.5.5 "Central Firearms Registry" means the registry that SAPS keeps under the Firearms Control Act;

1.5.6 "Custody Partner" means a dealer licensed under the Firearms Control Act that has signed a custody partner agreement with Firearmdesk and that the Executor chooses to keep a Firearm under the Agreement;

1.5.7 "Delivery Authority" means the form on the Portal that names the Estate, the Firearms, the Custody Partner and the person who delivers them, signed under clause 7.1;

1.5.8 "Deposit" means the deposit of a Firearm with a Custody Partner under clause 2;

1.5.9 "Deposit Terms" means the written terms on which a Custody Partner receives, keeps and releases Firearms, in the version shown to the Executor on the Portal before choosing the Custody Partner;

1.5.10 "Designated Firearms Officer" means a member of SAPS designated as such under the Firearms Control Act;

1.5.11 "Estate Conditions of Sale" means the conditions in Part 7 of the Instruction Forms on which a Firearm is sold under the Advance Instruction;

1.5.12 "Estate's Attorney" means the attorney or fiduciary firm that the Executor names on the Portal as acting for the Estate;

1.5.13 "Firearms Control Regulations" means the Firearms Control Regulations, 2004 made under the Firearms Control Act;

1.5.14 "Group Company" means a subsidiary or holding company of Firearmdesk, or a subsidiary of Firearmdesk's holding company, within the meaning of the Companies Act 71 of 2008;

1.5.15 "Heir" means a person with an interest in a Firearm as an heir of the Estate, including a legatee of the Firearm;

1.5.16 "Heirs' Sale Approval" means the written approval, in Part 7 of the Instruction Forms, by the Heirs with an interest in a Firearm of its sale under the Advance Instruction on the Estate Conditions of Sale, or the Master's approval in its place under clause 17.11.2;

1.5.17 "Holder" has the meaning given in clause 4.1;

1.5.18 "Independent Valuation" means a written valuation of a Firearm made by a person other than the Custody Partner holding it, whoever asked for it, and includes a Written Valuation;

1.5.19 "Insolvent Estate" means an Estate whose liabilities exceed its assets, as the Executor's inventory or the liquidation and distribution account shows, or that is sequestrated or surrendered under the Insolvency Act 24 of 1936;

1.5.20 "Instruction Forms" means the specimen forms, in Parts 1 to 7 of a separate document, in which the Executor gives an instruction for a Firearm on the Portal;

1.5.21 "Permitted Transporter" means a transporter holding a permit under regulation 70 of the Firearms Control Regulations, with a list of the staff who may carry firearms attached;

1.5.22 "Registrar" means the Registrar of Firearms appointed under the Firearms Control Act;

1.5.23 "Sale Valuation" means a written valuation of a Firearm by a licensed dealer, or an appraiser appointed under section 6 of the Administration of Estates Act, other than the Custody Partner holding it, the buyer and Firearmdesk;

1.5.24 "SAPS" means the South African Police Service;

1.5.25 "Section 21 Authorisation" means an authorisation to possess a firearm issued under section 21 of the Firearms Control Act;

1.5.26 "Storage Arrears" means an invoice of Firearmdesk for a Custody Partner's storage that remains unpaid ninety (90) days after its due date under clause 10.9.4 and that the Executor has not disputed in writing;

1.5.27 "Surrender Authority" means the authority and consent that the Portal prepares as a separate document and the Executor signs by hand;

1.5.28 "Written Valuation" means Firearmdesk's written valuation of a Firearm, made by a person other than the Custody Partner holding it, for which the Estate pays the fee in clause 10.6.2.

1.6 By signing the Agreement, the Executor gives only the consents, authorities and instructions that these Terms say the Executor gives now (clauses 2.3, 2.8, 6.4, 12.18, 13.1, 14.9, 14.13, 14.14 and 15.7).

1.7 The word "now" in these Terms means the Signature Date or, in a later version, the day the Executor accepts it (clause 6.9.3 of the Agreement).

## 2. DEPOSIT AND CONFLICTS OF INTEREST

2.1 For each Firearm to go into custody, Firearmdesk shall propose one or more Custody Partners, and the Executor chooses one.

2.2 If the Executor wants a dealer that has no custody partner agreement with Firearmdesk, Firearmdesk may invite it to sign one, and until it does a Firearm kept with it is outside the Agreement.

2.3 The Executor hereby authorises Firearmdesk to conclude on the Executor's behalf a Deposit of the Firearm with the chosen Custody Partner on its Deposit Terms.

2.4 The Executor is the depositor, whoever delivers the Firearm, and the Custody Partner shall receive, store and release it under its own dealer's licence and registers, for the Estate and not for Firearmdesk.

2.5 If the Master has directed the Executor under section 18(3) of the Administration of Estates Act, a Firearm may be deposited only under a Section 21 Authorisation for it that complies with clause 9.2.

2.6 Firearmdesk has its own interests, including that:

2.6.1 it has its own agreement with each Custody Partner;

2.6.2 in some areas it shall, for twelve (12) months, propose its founding partners first;

2.6.3 a Group Company may hold a dealer's licence, run its own site and earn that site's fees;

2.6.4 it earns its custody coordination fee only for Firearms placed in custody, not for those that stay with a licensed Heir; and

2.6.5 it receives no commission, referral fee or rebate from a Custody Partner.

2.7 In respect of those interests:

2.7.1 the Executor may ask to see every available Custody Partner;

2.7.2 if Firearmdesk proposes a site of a Group Company, it shall say so; and

2.7.3 the Executor chooses the site of a Group Company only by ticking it.

2.8 The Executor hereby consents to Firearmdesk acting notwithstanding its own interests, including those in clause 2.6.

2.9 When the Executor first instructs a Deposit, Firearmdesk shall ask the Executor to obtain the Heirs' Sale Approval for every Firearm of the Estate on one form, and the Executor may give it later at any time before a sale.

> **Important:** In clause 2.8 the Executor consents to Firearmdesk acting notwithstanding its own interests.

## 3. CONFIDENTIALITY OF CUSTODY DETAILS

3.1 Firearmdesk shall give the Executor the trading name and the licensed premises address of each Custody Partner that it proposes or that holds a Firearm ("the Premises Details"), and shall state them:

- 3.1.1 on the Portal and on the papers for a delivery; and
- 3.1.2 in the Executor's notices to the Registrar, including the notice of where a Firearm is stored, and in any report to the Master under clause 14.

3.2 Firearmdesk may give the Premises Details of a Custody Partner only to:

- 3.2.1 the Executor;
- 3.2.2 the Permitted Transporter that Firearmdesk books, or an Heir, delivering a Firearm to the Custody Partner under clause 7;
- 3.2.3 the Permitted Transporter that collects a Firearm from the Custody Partner for a surrender or a move;
- 3.2.4 on a move, the receiving Custody Partner, as the collection point;
- 3.2.5 the recipient named in the Executor's release instruction;
- 3.2.6 Firearmdesk's insurers and brokers, in confidence;
- 3.2.7 the Registrar and the Master, in the notices and reports described in clause 3.1.2; and
- 3.2.8 any person to whom the law requires Firearmdesk to give them.

3.3 The following limits apply:

- 3.3.1 Firearmdesk may not give the Premises Details by email or SMS;
- 3.3.2 a referring firm, including the Estate's Attorney, sees only the Custody Partner's region;
- 3.3.3 Firearmdesk shall not give out a Custody Partner's internal storage locations; and
- 3.3.4 Firearmdesk shall give out the street address of a site run by a Group Company only where the law requires it.

> **Important:** Only the people listed in clause 3.2 see a Custody Partner's Premises Details, and the Estate's Attorney sees the region only.

## 4. PRIOR DEPOSITS

4.1 Where the holder of the Section 21 Authorisation for the Firearms ("the Holder") deposited a Firearm with a Custody Partner before the Executor was appointed:

- 4.1.1 the Executor takes over that Deposit in the Holder's place from the date it was made; and
- 4.1.2 the Executor takes over the depositor's rights and claims that arose before the take-over, including the Custody Partner's liability for the Firearm since its receipt.

4.2 The Holder and the Custody Partner have agreed to the take-over in clause 4.1.

4.3 Firearmdesk arranged the Deposit at the Holder's request, charged the Holder nothing and shall bear its own costs of doing so.

4.4 On a Deposit taken over from the Holder:

- 4.4.1 the Estate is not liable to pay anything for the time before the date of the Letters; and
- 4.4.2 Firearmdesk shall bear the Custody Partner's intake and storage fees up to that date and recover them from no one.

4.5 The Agreement and these Terms apply to that Firearm from the take-over, and clause 10.7.1 applies to the custody coordination fee.

4.6 If Firearmdesk made its Written Valuation while the Holder's Deposit was open:

- 4.6.1 it shall charge the Estate for it once, at the take-over, under clause 10.6.2;
- 4.6.2 the charge is as if the Executor had deposited the Firearm on the date of the Letters; and
- 4.6.3 the Holder does not pay that charge.

## 5. DEPOSIT TERMS

5.1 The Executor acknowledges that the Deposit Terms provide that:

- 5.1.1 the Custody Partner shall comply with the Firearms Control Act, a court order and any lawful direction of the Registrar, a Designated Firearms Officer or the police, and complying with them is not a breach;

5.1.2 the Custody Partner may refuse to receive a Firearm:
(a) that it considers unlawful or unsafe;
(b) that has no Central Firearms Registry record;
(c) that is prohibited;
(d) that exceeds its per-firearm insurance limit; or
(e) that its insurer excludes;

5.1.3 the Custody Partner shall release a Firearm only:
(a) on the Executor's signed instruction sent through the Portal, to the person the instruction names; or
(b) on the Executor's written demand made in person at its licensed premises, against the Letters and the Executor's identity document;

5.1.4 before a release under clause 5.1.3(b), the Custody Partner shall tell Firearmdesk and wait until the next Business Day, unless the Executor insists;

5.1.5 the Custody Partner may decline a release where the recipient cannot show lawful authority to possess the Firearm, the law requires it or it reasonably suspects fraud;

5.1.6 the Custody Partner may withhold a release to the Executor only while the Firearm is under a legal hold or does not match its Central Firearms Registry record;

5.1.7 the Custody Partner may not withhold a Firearm, sale proceeds or a buyer's money because it is owed money; and

5.1.8 the payment or non-payment of a fee does not cause, delay or prevent a lawful release.

5.2 Under the Deposit Terms, for loss, theft and damage:

5.2.1 the Custody Partner is liable to the Estate for the loss or theft of, or damage to, a Firearm caused by its or its staff's negligence or breach, including theft by its staff;

5.2.2 the Custody Partner shall make good the Estate's whole loss, and its liability is not limited;

5.2.3 the Custody Partner shall prove that a loss, theft or damage was not so caused;

5.2.4 that onus does not apply to damage that the Custody Partner shows was in its receipt photographs or came from the Firearm's own condition or ordinary deterioration;

5.2.5 a lost or stolen Firearm is valued at its market value at the date of the loss, taken to be its declared value unless the Custody Partner or the Executor shows otherwise;

5.2.6 the declared value is the higher of the Custody Partner's estimate recorded at receipt and shown on the Executor's receipt, and any Independent Valuation made before the loss;

5.2.7 the declared value is not more than the Custody Partner's per-firearm insured limit;

5.2.8 for a loss not caused by the Custody Partner's negligence or breach, the Custody Partner shall claim under its insurance and pay the proceeds to the Estate; and

5.2.9 an excess, underinsurance or its insurer's rejection of a claim because of the Custody Partner's breach is the Custody Partner's own risk and does not reduce what the Estate receives.

5.3 Firearmdesk shall obtain its Written Valuation of each Firearm within twenty (20) Business Days after receipt.

5.4 The Executor shall check the estimate on each receipt.

5.5 On a claim for loss, theft or damage:

5.5.1 the Executor shall agree the amount of the claim with the Custody Partner; and

5.5.2 Firearmdesk shall give the Executor the receipt, photographs, valuations and register extracts.

5.6 Firearmdesk is liable to the Estate for loss caused by Firearmdesk's negligence or breach in proposing or checking a Custody Partner or in booking a Permitted Transporter.

5.7 Firearmdesk is not otherwise liable for what a Custody Partner or Permitted Transporter owes the Estate, and the Estate's claim against them is not affected.

5.8 The Estate shall first take reasonable steps to recover the loss from the Custody Partner or the Permitted Transporter.

5.9 Firearmdesk shall pay what remains unrecovered sixty (60) days after the Estate's written demand to them, or at once if they are insolvent.

5.10 On payment the Estate cedes to Firearmdesk its claim against them to the extent of the payment.

**5.11** Firearmdesk's liability under clause 5.6 is limited to:

**5.11.1** R1 000 000 for an Estate; and

**5.11.2** R2 500 000 for all Estates affected by one event.

**5.12** Firearmdesk's liability under clause 5.6 excludes indirect or consequential loss.

**5.13** Clauses 5.11 and 5.12 do not apply to fraud, gross negligence or wilful default.

**5.14** The Estate shall make a claim under clause 5.6 within twelve (12) months after it becomes aware of the loss.

**5.15** Firearmdesk shall keep professional indemnity insurance of at least R2 500 000 for any one claim while the Agreement is in force and for three (3) years after it terminates.

> **Important:** Firearmdesk is liable for loss caused by its negligence or breach in proposing or checking a Custody Partner or in booking a Permitted Transporter, up to R1 000 000 for an Estate and R2 500 000 for one event, except for fraud, gross negligence or wilful default (clauses 5.6, 5.11 and 5.13), and the Estate must claim within twelve (12) months after it becomes aware of the loss (clause 5.14). Firearmdesk is not otherwise liable for what a Custody Partner or Permitted Transporter owes the Estate (clause 5.7).

## 6. CUSTODY PARTNER UNDERTAKINGS

**6.1** When the Executor signs the Delivery Authority for a Firearm, or takes over a Deposit under clause 4, the Executor accepts the undertakings that the Custody Partner gives for the Estate's benefit, which bind the Custody Partner even if the Deposit was not validly concluded.

**6.2** The undertakings are those in clauses 5.1.7, 5.1.8 and 5.2, and that:

**6.2.1** the Custody Partner shall hold any money received from a buyer of a Firearm in a separate bank account designated for trust money;

**6.2.2** on completion of a sale, the Custody Partner shall pay the balance within five (5) Business Days to the Estate's bank account or, if the Estate's Attorney has agreed to it in writing, the Estate's Attorney's trust account, named in the Executor's instruction, after confirming that account by telephone;

**6.2.3** the Custody Partner shall give the Estate its Account Sale; and

**6.2.4** the Firearms and the money of any buyer of a Firearm form no part of the Custody Partner's assets, including on its liquidation, sequestration, business rescue or the sale of its business.

**6.3** Once accepted, the undertakings cannot be changed to the Estate's prejudice for Firearms already received without the Executor's consent.

**6.4** The Executor hereby gives the cession in clause 5.10 now, and it takes effect only after Firearmdesk has paid the Estate under clause 5.9.

> **Important:** The Executor accepts that these protections come from the Custody Partner and, except as clause 5.6 provides, not from Firearmdesk, and that the Estate cedes to Firearmdesk its claim to the extent that Firearmdesk pays the Estate (clauses 5.10 and 6.4).

## 7. DELIVERY

**7.1** A Delivery Authority:

**7.1.1** shall be signed by every Executor on the Portal, for each delivery;

**7.1.2** shall, where a Permitted Transporter or an Heir delivers, also be signed by every Executor by hand on the printed copy, which travels with the Firearms; and

**7.1.3** takes effect once every Executor has signed it.

**7.2** Unless the Firearms are delivered under clause 8, Firearmdesk shall book a Permitted Transporter to collect them where they are kept and deliver them to the Custody Partner's licensed premises.

**7.3** At the licensed premises, the Permitted Transporter's staff named in the Delivery Authority, or the Executor or Heir delivering, shall sign the Custody Partner's register and receipt in their own names for the Executor.

**7.4** The Permitted Transporter contracts with the Executor and invoices the Estate.

**7.5** Firearmdesk may pay the Permitted Transporter and shall recover only what it has paid, at cost.

**7.6** On a move to another Custody Partner, clause 12 decides who pays and, where clause 12.10 applies, Firearmdesk shall recover nothing.

7.7 In terms of clause 12.19, the Estate may not be charged for a trip for a move or a surrender that a Custody Partner wastes without good reason.

7.8 Every Executor shall also sign by hand, before collection, the consent that the transporter's permit requires (regulation 70(a) of the Firearms Control Regulations), which shall:

7.8.1 name the deceased's licence and the Executors as consignor; and

7.8.2 be signed as executor of the estate of the deceased licence holder.

7.9 The Custody Partner shall give its own written consent to the delivery.

7.10 The Firearms travel at the Estate's risk, and in each Delivery Authority the Executor chooses whether to insure them in transit.

## 8. DELIVERY IN PERSON

8.1 An Executor named in the Letters may instead deliver the Firearms in person to the Custody Partner's licensed premises.

8.2 An Executor who delivers the Firearms in person shall carry them unloaded, in a holder made or adapted for them, completely covered and under the Executor's effective control, and shall not charge the Estate for it.

8.3 An Heir may deliver the Firearms in person for the Executor if the Heir holds a Section 21 Authorisation for them that:

8.3.1 was issued after the Letters; and

8.3.2 names the Custody Partner and the Deposit, or comes with the Registrar's original written consent that does.

8.4 No other person may carry the Firearms, and the Custody Partner's staff may not collect them.

## 9. SECTION 21 AUTHORISATIONS

9.1 No person may collect or deliver a Firearm except under a Section 21 Authorisation for it where:

9.1.1 the Master has directed the Executor under section 18(3) of the Administration of Estates Act;

9.1.2 the order of the High Court of South Africa, Gauteng Division, Pretoria, dated 15 September 2026 in case 2025-104362 is suspended under section 18 of the Superior Courts Act 10 of 2013; or

9.1.3 for carriage by a Permitted Transporter, the deceased's licence has expired or the transporter or the police refuse to accept the Executor's consent.

9.2 A Section 21 Authorisation required under clause 2.5 or 9.1 shall be issued to an Executor or, after the Letters, to an Heir, and shall name the Custody Partner and the Deposit or come with the Registrar's written consent that does.

9.3 Where the Registrar's written consent is needed, it is added to the Section 21 Authorisation and does not replace it.

9.4 In each of the cases in clause 9.1, the holder of the Section 21 Authorisation gives the transporter's consent.

9.5 The original Section 21 Authorisation shall travel with the Firearm, and the Custody Partner shall keep it with its register entry.

9.6 Every original licence of the deceased, whoever holds it, and a certified copy of the Letters shall also go with the Firearms, failing which the Custody Partner may decline the delivery.

> **Important:** The Firearms travel at the Estate's risk (clause 7.10), and the Executor decides in each Delivery Authority whether to insure them in transit.

## 10. FEES

10.1 The Custody Partner's fees for the Deposit are the fees in its agreement with Firearmdesk, as stated in Part B of Schedule 1:

10.1.1 intake, for each Firearm received (subject to clauses 10.5.1 and 10.5.2);

10.1.2 storage, for each Firearm each month, with part months charged by the day, for the period in clause 10.2; and

10.1.3 surrender, for each surrender that the Custody Partner prepares on the Executor's instruction (the documents, the release and any return of the Firearm to its custody), and not for carrying the Firearm.

**10.2** Storage runs:

**10.2.1** from the fifteenth (15th) day after each receipt, including a fresh receipt on a move, or, for a Firearm taken over under clause 4, from the later of that day and the date of the Letters; and

**10.2.2** until the Firearm leaves the Custody Partner's custody, a sale completes or the Executor accepts the Custody Partner's own offer to buy it.

**10.3** Storage shall not be charged to the Estate while a hold caused by the Custody Partner's receipt error or an unexplained movement is open.

**10.4** In an Insolvent Estate, storage shall be recovered for no more than six (6) months.

**10.5** As to intake:

**10.5.1** it is not charged for a Firearm taken over under clause 4, or for a Firearm received on a move that the Executor did not choose (clause 12); and

**10.5.2** when the Executor chooses a move, the new Custody Partner's intake is charged again, at cost and at not more than the amount in force on the Signature Date (clause 12.7).

**10.6** As to valuations:

**10.6.1** where a Custody Partner other than the one holding the Firearm values it as Firearmdesk's subcontractor, its fee is Firearmdesk's own cost and shall not be recovered from the Estate; and

**10.6.2** the Firearmdesk Fees include its fee for its Written Valuation of each Firearm valued (clause 5.3), whether or not the Firearm is later sold, at the amounts in Part A of Schedule 1.

**10.7** The custody coordination fee is charged once for each Firearm, and:

**10.7.1** for a Firearm taken over under clause 4, it is charged at the take-over, for its coordination from then; and

**10.7.2** it is not charged again after a move (clause 12).

**10.8** Firearmdesk shall not charge for storing, carrying or transporting a Firearm.

**10.9** As to invoicing and recovery:

**10.9.1** the Custody Partner's invoices shall be addressed to the Estate, care of Firearmdesk;

**10.9.2** a Custody Partner's fee shall be recovered from the Estate only after Firearmdesk has paid it;

**10.9.3** Firearmdesk shall invoice its fees to the Estate, together with the Custody Partner's fees that it recovers under clause 5.4.3 of the Agreement; and

**10.9.4** Firearmdesk shall invoice the Estate for the Custody Partner's storage quarterly in arrears, and shall state on each of those invoices a due date thirty (30) days after the date of the invoice.

## 11. ACCOUNTING

**11.1** Firearmdesk shall account to the Executor for what it does.

**11.2** Before the Executor chooses a Custody Partner, Firearmdesk shall show the Executor its Premises Details (clause 3), Deposit Terms and fees.

**11.3** When the Executor signs the Agreement, Firearmdesk shall give the Executor:

**11.3.1** a copy of the Agreement as signed, with the Custody Terms as attached;

**11.3.2** an itemised table of every fee; and

**11.3.3** a copy of the Deposit Terms.

**11.4** Firearmdesk's invoices and statements shall show each amount that it paid a Custody Partner, at the amount paid and separately from its own fees.

**11.5** The Executor may give these to the Estate's Attorney and to the Master.

## 12. CHANGE OF CUSTODY PARTNER

**12.1** If a Custody Partner can no longer lawfully hold a Firearm, stops trading or its agreement with Firearmdesk terminates, Firearmdesk shall ask the Executor for an instruction for each affected Firearm.

**12.2** The Executor decides whether a Firearm moves and shall give the instruction within twenty (20) Business Days of the request or, if Firearmdesk tells the Executor that the law requires it sooner, within the time Firearmdesk gives.

**12.3** A move is a release to the Estate followed by a fresh receipt by the new Custody Partner; the Firearm is not handed from one dealer to another.

**12.4** A designation by the Registrar of who is to hold a closing dealer's firearms, or where they are kept, applies.

**12.5** For each Firearm marked for a move:

**12.5.1** the Executor's signed instruction (Part 5 of the Instruction Forms) releases it from the Custody Partner that holds it;

**12.5.2** the Executor chooses the new Custody Partner from those that Firearmdesk proposes;

**12.5.3** the Custody Partner that holds it gives its own written consent to the carriage;

**12.5.4** the Firearm travels under a Delivery Authority that every Executor signs, carried by the Permitted Transporter that Firearmdesk books on its quote; and

**12.5.5** after the fresh receipt the Executor shall give an instruction for the Firearm again.

**12.6** Before Firearmdesk issues a move instruction, it shall record why the Firearm is moving, with the evidence, and the instruction shall show what the move costs the Estate before the Executor confirms it.

**12.7** A move is the Executor's, and its cost is payable from the Estate, only if the Executor asked for it in writing on the Executor's own initiative and for the Estate's own reasons.

**12.8** A move that Firearmdesk proposed, or that was needed because of anything in clause 12.10, is not the Executor's move.

**12.9** For a move that is the Executor's, the following are payable from the Estate:

**12.9.1** the new Custody Partner's intake, at cost (clause 10.5.2);

**12.9.2** Firearmdesk's fee for a change of Custody Partner in Part A of Schedule 1, for each Firearm; and

**12.9.3** the transport by the Permitted Transporter that Firearmdesk books, on a quote that the Executor first accepts in the move instruction.

**12.10** Every other move, and every move whose recorded reason the evidence does not support, is Firearmdesk's cost, including a move needed:

**12.10.1** because of Firearmdesk's breach, insolvency or error, including an error in its proposal or in its check of a Custody Partner's credentials;

**12.10.2** because the Custody Partner's licence or other credentials lapsed, it stopped trading or its agreement with Firearmdesk terminated;

**12.10.3** because the Custody Partner breached that agreement, including by not releasing a Firearm at the time agreed;

**12.10.4** because the Custody Partner asked for the Firearm to be held elsewhere; or

**12.10.5** because the Registrar directed the move.

**12.11** In a move that is Firearmdesk's cost, Firearmdesk shall:

**12.11.1** pay the new Custody Partner's intake and the transport by the Permitted Transporter that it books on its quote, including any wasted-trip, holding or re-delivery charge;

**12.11.2** pay, or reimburse the Estate for, any of those amounts that the new Custody Partner or the Permitted Transporter claims from the Estate, other than a charge under clause 12.12; and

**12.11.3** charge no fee for a change of Custody Partner and recover nothing from the Estate.

**12.12** In a move that is Firearmdesk's cost, only the following are payable from the Estate:

**12.12.1** a charge that the Executor's own delay causes, if the Executor does not sign, instruct or supply papers within a reasonable time that Firearmdesk has stated in writing, at the amount actually charged; and

**12.12.2** the difference, if the Executor chooses a Custody Partner further away, or a more expensive Permitted Transporter, than Firearmdesk proposes on its quote.

**12.13** Firearmdesk shall show the Executor proof of a charge under clause 12.12.1 before invoicing it, and of a difference under clause 12.12.2 before the Executor confirms the move, and the Executor shall pay that difference to the transporter directly.

**12.14** Firearmdesk shall pay nothing for a transporter or other carrier that the Executor engages personally, without Firearmdesk booking it, except as clause 12.19 provides.

**12.15** Where the Registrar's direction moves the Firearms by other means, Firearmdesk shall book and pay nothing.

**12.16** On a refund or credit on the transport of a move:

**12.16.1** it is paid to whoever bore the amount refunded, and Firearmdesk shall pass on to the Estate a refund of an amount that the Estate bore when it receives it, but owes nothing for a refund that it has not received; and

12.16.2 where the Estate pays for the move, Firearmdesk shall recover only what it paid, net of any refund or credit it has received.

12.17 Clause 12.16 does not affect what Firearmdesk pays or reimburses in terms of clauses 12.11 and 12.19.

12.18 If a Firearm is lost or stolen after its collection or release and before a Custody Partner has entered it, the Executor hereby authorises Firearmdesk to report it to SAPS for the Executor within twenty-four (24) hours of the loss becoming known and to tell the Master and the Registrar.

12.19 In the case of a wasted trip, or of a move that a Custody Partner forces:

12.19.1 if a Custody Partner, without good reason, does not release a Firearm to the Permitted Transporter at the time agreed for a move or a surrender, the wasted-trip charge is Firearmdesk's cost;

12.19.2 Firearmdesk shall pay, or reimburse the Estate for, a wasted-trip charge that the transporter or the Custody Partner claims from the Estate;

12.19.3 where a transporter that the Executor engaged personally charges the Executor for a trip that a Custody Partner wasted, Firearmdesk shall reimburse the Executor on proof of the charge and of payment; and

12.19.4 clause 12.19 does not otherwise change clause 12.12.

> **Important:** The Estate pays for a move that the Executor chooses (clause 12.7), a charge that the Executor's own delay causes and the extra cost of a further Custody Partner or a dearer transporter that the Executor chooses (clause 12.12). The Executor pays any transporter engaged personally. Firearmdesk pays for every other move.

## 13. DIRECT CUSTODY

13.1 If Firearmdesk's agreement with a Custody Partner terminates, or the Agreement terminates, the Executor hereby consents to:

13.1.1 that Custody Partner holding the Firearms directly for the Estate, on the Deposit Terms; and

13.1.2 Firearmdesk giving the Custody Partner the Executor's name and contact details for that purpose.

13.2 Before direct holding starts, Firearmdesk shall ask the Executor for an instruction, and the Executor may instruct a release at any time.

13.3 If the Executor neither answers nor instructs a release, direct holding starts:

13.3.1 six (6) months after Firearmdesk's agreement with the Custody Partner terminated or, if the Custody Partner terminated it because Firearmdesk breached it, did not pay it or became insolvent, at once;

13.3.2 where the Agreement has terminated:

(a) ten (10) Business Days after Firearmdesk tells the Custody Partner so, if the Executor terminated the Agreement or Firearmdesk terminated it because it can no longer lawfully act; or

(b) twelve (12) months after Firearmdesk tells the Custody Partner so, if the Agreement terminated because an Executor died, was removed, replaced or discharged or had letters revoked, or because the Estate was sequestrated; or

13.3.3 twelve (12) months after the end of the sixty (60) days in clause 14.5, counted from the first request under clause 14.3 that the Executor leaves unanswered (clause 14.8).

13.4 Direct holding does not start under clause 13.3.2(b) if, before the end of those twelve (12) months, a new or remaining executor, or the trustee, has given Firearmdesk a mandate or a release instruction.

13.5 Firearmdesk shall pay the Custody Partner until the end of those twelve (12) months.

13.6 Where Firearmdesk cancelled the Agreement because the Estate did not pay an invoice (clause 11.4 of the Agreement), direct holding starts ten (10) Business Days after Firearmdesk tells the Custody Partner so, save that for a Firearm to which clause 14.11 can apply it starts only under clause 14.8.

13.7 From the day direct holding starts:

13.7.1 the Custody Partner may invoice the Executor, as executor of the Estate, directly for storage at not more than its storage fee under clause 10; and

13.7.2 Firearmdesk shall stop paying and recovering the Custody Partner's fees for that Firearm.

> **Important:** If Firearmdesk's agreement with the Custody Partner or the Agreement terminates, the Custody Partner may hold the Firearms directly and invoice the Estate for storage, and the Executor consents now to it receiving the Executor's name and contact details.

## 14. DISPOSAL

**14.1** If a Firearm has no realisable value, Firearmdesk shall offer the Executor its surrender while the Executor is dealing with the Estate:

**14.1.1** before it is deposited, if the Executor tells Firearmdesk so;

**14.1.2** within five (5) Business Days after the Custody Partner's estimate at receipt records that it has no realisable value; or

**14.1.3** for a Firearm that the Executor takes over under clause 4, within five (5) Business Days after the take-over.

**14.2** Firearmdesk shall show the Executor what a surrender costs: its surrender administration fee, the Custody Partner's surrender fee and the transporter's quote, each as stated in Schedule 1.

**14.3** Firearmdesk or the Custody Partner may require a disposal instruction for a Firearm, by written request to the Executor, from the earlier of:

**14.3.1** the day the Firearm has been in custody for twenty-four (24) months; and

**14.3.2** the day the Estate's storage for that Firearm becomes Storage Arrears.

**14.4** Within thirty (30) days of Firearmdesk's written request the Executor shall sign an instruction to sell, transfer or otherwise lawfully dispose of the Firearm.

**14.5** If the Executor has given no disposal instruction sixty (60) days after the request, Firearmdesk shall repeat the request in writing every sixty (60) days, the Firearm stays with the Custody Partner at the Estate's cost, and clause 14.11 applies.

**14.6** Firearmdesk shall copy each request under clauses 14.3 and 14.5 to the Estate's Attorney, if one is named on the Portal.

**14.7** Nothing is sold, transferred or surrendered without the Executor's signed instruction for that Firearm, given after the request, save under the Advance Instruction.

**14.8** Firearmdesk's payments to the Custody Partner for a Firearm end twelve (12) months after the end of the sixty (60) days in clause 14.5, counted from the first request under clause 14.3 that the Executor leaves unanswered, unless the Firearm has been sold, surrendered or released before then, and direct holding then starts (clause 13.3.3).

**14.9** The Executor hereby authorises Firearmdesk to:

**14.9.1** where clause 14.5 applies, or a Firearm with value cannot be sold under clause 14.15, tell the Master and the Registrar where the Firearm is held and that the Executor has given no instruction; and

**14.9.2** after a surrender, send the Registrar the Executor's report of it (regulation 103(7) of the Firearms Control Regulations).

**14.10** Whether a Firearm has realisable value is decided on the latest of the Custody Partner's estimate recorded at receipt and any later Independent Valuation.

**14.11** At the end of the sixty (60) days in clause 14.5, counted from the first request that the Executor leaves unanswered, Firearmdesk shall give written notice of not less than fifteen (15) Business Days, counted from the day the notice is sent, of a sale or surrender under the Advance Instruction to:

**14.11.1** each Executor then in office;

**14.11.2** the Estate's Attorney, if one is named on the Portal;

**14.11.3** each Heir whose contact details are recorded on the Portal; and

**14.11.4** the Master.

**14.12** Nothing is sold or surrendered under the Advance Instruction if, before it is carried out:

**14.12.1** the Executor signs an instruction for that Firearm under clause 16 or, where Storage Arrears gave rise to the request, pays them;

**14.12.2** an Heir asks in writing to take the Firearm and shows that the Heir has applied for a licence for it;

**14.12.3** the Master, a court or an Heir disputes the sale or surrender in writing; or

**14.12.4** a liquidation and distribution account awards the Firearm to an Heir.

**14.13** The Executor hereby instructs, in advance, that a Firearm with realisable value is sold, as the Estate's agent, by the Custody Partner holding it, on the Estate Conditions of Sale.

**14.14** The Executor hereby instructs, in advance, that a Firearm without realisable value is surrendered at a police station in terms of regulation 94 of the Firearms Control Regulations, through the Advance Surrender Authority.

**14.15** A sale under clause 14.13 may proceed only if:

**14.15.1** the Heirs' Sale Approval for that Firearm is on Firearmdesk's file and has not been withdrawn;

**14.15.2** the price is not less than a Sale Valuation dated within thirty (30) days before the Custody Partner accepts an offer;

**14.15.3** the buyer is not the Custody Partner, its staff or their relatives, Firearmdesk or a Group Company, or a person listed in section 49 of the Administration of Estates Act; and

**14.15.4** in an Insolvent Estate, clause 17.12 has been complied with.

**14.16** A surrender under clause 14.14 may proceed only if:

**14.16.1** the police station has agreed in writing to accept the Firearm; and

**14.16.2** the Custody Partner has confirmed on the Portal that no statement of its Designated Firearms Officer under its agreement with Firearmdesk is outstanding, and has given its written consent for the trip.

**14.17** Before a sale or surrender under the Advance Instruction, Firearmdesk shall obtain written confirmation, from the Master's file or the Estate's Attorney, dated within thirty (30) days, that the Executor is still in office.

**14.18** Under the Advance Instruction a Firearm with realisable value is never surrendered, and a Firearm without it is never sold.

**14.19** If a Firearm offered under clause 14.13 is not sold within ninety (90) days, Firearmdesk may obtain a new Sale Valuation once, and clause 14.15.2 then applies to it.

**14.20** The balance of a sale under clause 14.13 is paid to the Estate as clause 17.7 provides, and Firearmdesk invoices the Estate for its fees in the ordinary course.

**14.21** The Advance Instruction lapses for all the Firearms when the Agreement terminates, including on the death, removal, replacement or discharge of an Executor (clause 12 of the Agreement), save that it survives a cancellation by Firearmdesk under clause 11.4 of the Agreement.

**14.22** Clauses 16.1, 16.2, 16.7.2, 16.7.3, 17.4.2, 17.4.3, 17.9, 17.10 and 17.14 do not apply to a sale or surrender under the Advance Instruction.

> **Important:** If the Executor does not answer a request for a disposal instruction within sixty (60) days, a Firearm can be sold, or handed to the police if it has no value, without asking the Executor again, after fifteen (15) Business Days' notice. A request can be sent after twenty-four (24) months, or earlier if a storage invoice stays unpaid for ninety (90) days after its due date (clauses 14.3 and 14.11 to 14.22). If a Firearm is not sold, surrendered or released, Firearmdesk stops paying the Custody Partner twelve (12) months after the sixty (60) days on the first unanswered request run out, and the Custody Partner then holds the Firearm directly and invoices the Estate (clauses 14.8 and 13.7).

## 15. SALES ACCEPTED BEFORE TERMINATION

**15.1** If the Agreement terminates after the Custody Partner has accepted an offer on a sale that the Executor instructed:

**15.1.1** the sale stands, although the Executor's instruction to sell itself terminates with the Agreement; and

**15.1.2** subject to a trustee's election under clause 15.4.2, the Estate is bound by the sale, on the conditions on which the offer was accepted and only against the buyer's issued licence for the Firearm.

**15.2** An Heir's withdrawal after the offer is accepted does not undo the sale.

**15.3** Firearmdesk shall give notice of the sale to:

**15.3.1** the remaining or new executor or, if the Estate has been sequestrated or surrendered, the trustee; and

**15.3.2** if no person is in office, the Estate's Attorney and the Master.

**15.4** The sale completes, and the Firearm is released to the buyer, only on:

**15.4.1** the written instruction of the remaining or new executor then in office;

**15.4.2** the written election of the trustee, who shall have had that notice, to abide by the sale; or

**15.4.3** if no person is in office, the Master's written direction or a court order.

**15.5** The sale may not be completed because a period of notice has passed without a reply.

**15.6** Meanwhile the buyer's money may be paid to no person and remains in the Custody Partner's separate account for trust money or, if the buyer paid it there, the Estate's Attorney's trust account.

**15.7** The Executor hereby authorises the Custody Partner, on the buyer's request, to cancel the sale and refund to the buyer in full the money it holds, if:

**15.7.1** no person is in office and no written direction or order under clause 15.4.3 is given within three (3) months after the Agreement terminated; or

**15.7.2** the Estate has been sequestrated or surrendered and the trustee has not elected in writing under clause 15.4.2 within three (3) months after the sequestration or surrender.

**15.8** After a cancellation under clause 15.7, a deposit paid into the Estate's Attorney's trust account is refunded from that account.

**15.9** If whoever is in office instructs in writing that the sale is not to be completed:

**15.9.1** it may not be completed;

**15.9.2** the buyer shall be refunded; and

**15.9.3** the buyer's claim for the breach lies against the Estate.

**15.10** Before the balance is paid:

**15.10.1** Firearmdesk shall confirm in writing with whoever is then in office the payout account and any instruction to pay Firearmdesk's invoices from the balance as clause 17.9 provides;

**15.10.2** if no person is in office, the Custody Partner shall pay the balance only into the account that the Master's direction or the court order names; and

**15.10.3** if the account changes, other than to an account that the Master's direction or the court order names, the sale is first instructed afresh, with that payment instruction.

**15.11** Clause 15 applies also where the Executor terminated the Agreement but remains in office.

> **Important:** If the Agreement terminates after a sale has been accepted, the sale stands and binds the Estate (clause 15.1). If it is then not completed, the buyer is refunded and has a claim against the Estate (clause 15.9).

## 16. INSTRUCTIONS

**16.1** The Executor shall give an instruction for each Firearm separately, in the form used on the Portal, once the Firearm has been valued.

**16.2** An instruction binds the Executor for a Firearm only when the Executor signs it on the Portal for that Firearm.

**16.3** Every Executor shall sign each instruction as executor of the Estate, under the Letters.

**16.4** In signing an instruction, the Executor confirms that the Executor has read the approved valuation of each Firearm listed in it.

**16.5** The Executor may change an instruction before it is acted on by signing a new one with the Executor's reason, and the earlier instruction is kept on record as superseded.

**16.6** For each Firearm marked for transfer to a nominated beneficiary:

**16.6.1** the Custody Partner shall release the Firearm to the beneficiary nominated in the Executor's signed instruction only against that person's issued licence, and the Firearm remains in licensed custody until that evidence is on record; and

**16.6.2** if the beneficiary cannot lawfully take the Firearm within a reasonable time, the Executor shall give a new instruction.

**16.7** For other lawful disposal, including surrender:

**16.7.1** the Executor's signed instruction is sent to the Custody Partner holding the Firearm;

**16.7.2** where the Executor instructs a surrender, the Custody Partner shall prepare it and release the Firearm, to be handed in at a police station:

**(a)** to an Executor whom every Executor then in office names in writing; or

**(b)** to the named staff of a Permitted Transporter, as the Executors' agents, under a Surrender Authority naming the transporter, its staff, the station and the quote;

**16.7.3** every Executor then in office shall sign that authority on the Portal and by hand, and it takes effect once all of them have signed both;

**16.7.4** a second person at Firearmdesk shall check the hand-signed copy before the Firearm is released;

**16.7.5** unless the instruction names a transporter that the Executors engage themselves, Firearmdesk shall book the transporter, at the Estate's cost, only once that authority has taken effect and the station (by default the office of the Custody Partner's Designated Firearms Officer) has agreed in writing;

**16.7.6** Firearmdesk shall not offer transit cover for the trip, and a surrender costs what clause 14.2 describes;

**16.7.7** the Custody Partner shall give its own written consent for the trip;

**16.7.8** clauses 7.4 and 7.5 apply to that transporter;

**16.7.9** a Firearm not handed in that day is returned to the Custody Partner the same day or, failing that, when it next opens;

**16.7.10** where the Firearm has value, the Executor shall first confirm on the Portal that the Heirs with an interest in it have approved; and

**16.7.11** Firearmdesk shall record the evidence of the outcome, and a surrender is complete only on the SAPS receipt.

## 17. SALE

**17.1** For each Firearm marked for sale, the Executor's signed instruction to sell is sent, after Firearmdesk's document checks, to the Custody Partner that holds it.

**17.2** The Custody Partner shall sell the Firearm as the Estate's agent, through its own channel, at not less than the minimum price in the Executor's instruction and on any conditions of sale that it states.

**17.3** Firearmdesk may not sell a Firearm or receive the proceeds of a sale, and neither it nor a Group Company may buy a Firearm of the Estate, even with the Master's or the court's consent.

**17.4** In a sale through a Custody Partner:

**17.4.1** a valuation used for the sale is made by someone other than the buyer;

**17.4.2** before the Firearm is offered to buyers, the Custody Partner may offer to buy it at not less than an Independent Valuation;

**17.4.3** the Custody Partner, its staff and their relatives may buy the Firearm only after disclosing their interest and with the Executor's written approval; and

**17.4.4** a purchase by the Custody Partner, or by the Executor or the Executor's spouse, parent, child, partner, employer, employee or agent, is void unless the will allows it or the Master or the court consents to or confirms it (section 49 of the Administration of Estates Act).

**17.5** Firearmdesk requires the consent in clause 17.4.4 also for a purchase by the Custody Partner's staff or their relatives, in addition to clause 17.4.3.

**17.6** When the sale completes, the Custody Partner shall deduct its commission, as stated in Part C of Schedule 1, and nothing else.

**17.7** Within five (5) Business Days after the sale completes, the Custody Partner shall pay the balance and give the Estate its Account Sale as clause 6.2 provides, and may not pay Firearmdesk.

**17.8** On a sale instructed under clause 16, Firearmdesk shall invoice the Estate, to the extent not already paid, for the fees and transport that clauses 5 of the Agreement, 10, 7 and 12.9.3 let it recover from the Estate for the Firearm.

**17.9** As regards the payment of Firearmdesk's invoices from the proceeds of a sale:

**17.9.1** an invoice that Firearmdesk issued earlier remains payable on its own terms, as does its compliance services fee;

**17.9.2** the invoice that Firearmdesk issues under clause 17.8 carries its number as the payment reference and is payable within five (5) Business Days after the later of the day the balance reaches the account named in the Executor's instruction and the day the Executor receives it;

**17.9.3** the Executor may elect, in Choice 2 of Schedule 2, that the invoice be paid from that balance, and the Executor shall then have the Estate pay it from that balance;

**17.9.4** the Executor, not the Estate's Attorney, gives that payment instruction;

**17.9.5** the invoice counts as paid only when Firearmdesk receives the payment, not when the Custody Partner pays the Executor the balance;

**17.9.6** a shortfall remains owed by the Estate, and whether it is paid does not withhold a release or the payment of the balance; and

**17.9.7** if the Estate is an Insolvent Estate, clauses 17.9 and 17.8 do not pay Firearmdesk ahead of creditors, and the invoice is paid only as section 34 of the Administration of Estates Act, the Master's liquidation and distribution account or the trustee allows.

**17.10** Before the Executor signs an instruction to sell a Firearm, the Executor shall confirm on the Portal that the sale has the approval that the Administration of Estates Act requires.

**17.11** Unless the will provides otherwise, that approval is:

**17.11.1** the written approval of the manner and conditions of the sale by the Heirs (section 47); or

**17.11.2** where an Heir is an absentee, a minor or under curatorship, or the Heirs are unable to agree, the Master's approval in its place.

**17.12** In an Insolvent Estate:

**17.12.1** unless the creditors direct otherwise, the creditors shall first be told in writing of the manner and conditions of the sale at least fourteen (14) days before it (section 34 of the Administration of Estates Act); and

**17.12.2** any objection goes to the Master.

**17.13** Where the Executor acts under section 18(3), the sale follows the Master's directions.

**17.14** Firearmdesk shall not send an instruction to sell until the Executor has confirmed this, and the Executor shall keep the approvals on the Estate's file.

**17.15** The approval that the Executor confirms is the one given for that sale at the time, save that a sale under the Advance Instruction relies on the Heirs' Sale Approval (clause 14.15.1).

> **Important:** Under clause 17.9, if the Executor elects it, the Estate pays Firearmdesk's invoice from the balance of a sale (clauses 17.9.3 and 17.9.4), and a shortfall does not withhold a release or the payment of the balance (clause 17.9.6).

## 18. CONSEQUENCES OF TERMINATION

**18.1** If the Agreement terminates in terms of clause 12.3 of the Agreement, Firearmdesk shall ask the new or remaining executor, or the trustee, for instructions.

**18.2** Termination of the Agreement does not undo a Deposit: each Firearm stays with its Custody Partner on the Deposit Terms until its release is instructed, and clauses 6 and 13 continue to apply.