

STANDARD TERMS & CONDITIONS: WORK PROJECTS / TRAINING COURSES

General (a-h)

- a) A signed contract or intent to engage consulting services must be signed and faxed through to ASORIP offices at least 15 days prior to any consultant/s starting work on any of the agreed objectives. These objectives will be specified in the quote. (For the purposes of this document the following are deemed as "A signed contract or intent to engage" – Purchase Order / Signed Quotation / e-mail with instructions to proceed / Any other electronic form of communication that has a Purchase Order or any other type of authorization number.)
- b) The signed contract or intent to engage document will by implication indicate that the client has accepted all the terms and conditions as set out herein.
- c) Scheduling of consultant/s hours is by mutual agreement with the project administrator at ASORIP, and any variation from normal hours must be reduced to writing, signed and faxed through at least 5 days prior to the commencement of any Training Course / Work Project.
- d) All Training Course / Work Project must be signed for in the attendance register by the client on a daily basis. In the absence of the clients appointed project administrator being available, a suitable alternative must have been nominated and communicated to the ASORIP project administrator at least 24 hours prior to change. Failure to provide such notice the consultant reserves the right to have any person sign on the premises.
- e) Normal consulting hours are Monday to Thursday (07:30 to 16:00) and Friday (07:30 to 13:30), any variation to this is strictly at the cost of the client and must be agreed to by the consultant. Notwithstanding the above the client does not have the right to oblige a consultant to remain on their premises after 16:00.
- f) The client is to ensure that the consultant has the available means to communicate via electronic means and make use of telephone and fax services.
- g) Our brochures and advertisements are for information purposes only and are not intended to form any agreement between ASORIP and the client.
- h) Should ASORIP be unable at any time to provide services as contemplated or agreed upon, regardless of the cause of such inability, and regardless whether ASORIP could have done anything to prevent such an inability to provide the service or not, ASORIP will give the company / learner notice of such inability at the earliest opportunity. ASORIP shall in such event use its best endeavours to ensure that services recommence as soon as possible and may to this end amend the timetable or reschedule services or support.

Fee: Work Projects / Training Courses (a-f)

- a) Our labour hours (estimated) can only be that – an estimate. We have done our best to investigate your need and the quotation was drafted with the specific groups in mind.
- b) Accommodation outside a radius of 100 km will be separately invoiced.
- c) The Fee includes attendance of the Training Course and all Training Course hand outs and one assessment.
- d) The Fee does not include accommodation, meals, travel or any other expenses that may be incurred by participants (except for lunch when explicitly mentioned in any Training Course description).
- e) The Fee does not include any other facilities or equipment that is identified as being provided by participants, for example if participants are required to provide a laptop for the experiential elements of the Training Course.
- f) All costs incurred outside of the scope that may arise subsequent to start of the project, will be for the Client's account, such as travel, accommodation, where ASORIP is asked to pay upfront and recover through the client, will be billed at cost plus 30%.

Assessments: Non-Submissions (a-e)

- a) When learners register to study an ASORIP programme, they are automatically "registered" to be assessed for it.
- b) The course fee includes only **ONE** "free" assessment.
- c) Once a learner has registered for a programme and its summative assessment, they cannot cancel their 1st Submission Date.
- d) If a learner does not submit his / her PoE on the 1st Submission Date without applying for a postponement and does not present a medical certificate, they will forfeit the course fee and the opportunity to do any additional submissions.
- e) Should the learner wish to enrol again, the learner must enter and pay for a whole new course – as a first-time entry – and try again.

Assessments: Postponements (a-c)

- a) A learner may, however, postpone their 1st Submission Date for one of the reasons below. *(Either b or c)* A learner can only postpone their 1st Submission Date **ONCE** for each programme, after which the learner must enter and pay for a whole new course – as a first-time entry – and try again.
- b) **Voluntary**
If the learner is unable to submit on the 1st date as agreed upon by the learner and the Assessor in the Assessment Plan to each programme, the learner may submit an additional ASORIP-D-73 Course Booking Form (postponement selected) and pay the postponement fee. ASORIP must receive this no later than **FIVE WORKING DAYS** prior to the original 1st Submission Date. When approved the 2nd Submission Date will automatically be assign to the learner.
- c) **Medical**
If the learner is unable to submit their PoE on the 1st Submission Date due to their own medical reasons i.e. their illness or injury, they can send a doctor's certificate (relating to the date of the 1st Submission) and a request for medical postponement to ASORIP. ASORIP must receive this no later than **FIVE WORKING DAYS** after the original 1st Submission Date. Medical postponements are given at the discretion of ASORIP and we do not charge any fees for medical postponements. If a postponement is granted, the learner will be automatically assigned the 2nd Submission Date.

Assessments: Re-Submission – "NYC" (a-d)

- a) If a learner does submit his / her PoE on the 1st Submission Date and is adjudged as "NYC", he / she may apply for **ONE** re-assessment within **TEN WORKING DAYS** of receiving feedback from the Assessor. The learner may submit an additional ASORIP-D-73 Course Booking Form (re-assessment selected) and pay the re-assessment fee.
- b) When approved the 2nd Submission Date will automatically be assign to the learner.
- c) If the learner is adjudged as "NYC" again, the learner cannot redo the assessment again.
- d) Should the learner wish to enrol again, the learner must enter and pay for a whole new course – as a first-time entry – and try again.

Credited and Non-Credited Qualifications (a-c)

- a) It is understood that ASORIP provides both credited and non-credited qualifications, where credit qualification details of credit based qualifications are uploaded to the National Learner Database and South African Qualifications Authority, represented by the SETA ETQA's, and a certificate of competence is provided by the abovementioned authority.
- b) It is understood that ASORIP has no control over the processes and possible delays that might be experienced by at these authorities and as such cannot be held accountable for any such delays.
- c) It is further understood that non-credited qualifications do not have their qualification details uploaded to the National Learner Database or the South African Qualifications Authority and thus no credits shall be issued in respect of the training. Instead, a certificate of training will be issued to the client by ASORIP.

Payment Terms: Companies (a-g)

- a) On written acceptance of the quote the first invoice will be issued.
- b) Payment structure: 100% on acceptance of the quote.

Intervention Type	Non-Refundable Booking Fee
Full Qualification	30%
Other Courses	50%
- c) The Non-Refundable Booking Fee may not be transferred from one intervention to another if the learner is not able to attend the scheduled course.
- d) The Full Fee is due for payment strictly 7 calendar days from the invoice date or 7 calendar days prior to the Training Course / Work Project start date if that is sooner.
- e) Payments made more than 7 calendar days after submission of an invoice for the attendance of a consultant on Training Course / Work Project shall attract 5% interest per month, compounded monthly, any negotiated discount will fall away and full consulting rates shall be due and will be charged for.
- f) Legal fees incurred for any loss or the recovery of funds will be for the clients account.
- g) No certificates / completed work will be issued until full settlement.

Payment Terms: Individuals (a-h)

- a) On written acceptance of one of the following documents:
 ASORIP-D-05 Private Learner Agreement Course Settlement
 ASORIP-D-10 General Course Booking Form
 ASORIP-D-73 Course Booking Form
 ASORIP-D-77.x Distant Learner Agreement Form
- b) Payment structure:

Intervention Type	Non-Refundable Booking Fee	Additional pay periods (at month end)
Full Qualification	30%	9
Other Courses	50%	2
- c) The Non-Refundable Booking Fee may not be transferred from one intervention to another if the learner is not able to attend the scheduled course.
- d) The learner needs to ensure that he / she has completed the document ASORIP-D-05 Private Learner Agreement Course Settlement and that he / she is in possession of a Request Number from the Financial Department.
- e) Failure to set up a payment plan, pay fees in full or be deferred by the end of the designated fee payment deadlines for each intervention will result in cancellation of the learner registration for the course selected by the learner.
- f) ASORIP is directed to exert every effort to collect all delinquent accounts, including the utilization of blacklisting the learners at ITC, restricting the release of certificates and or Statements of Results, and to place learner's names and details on the official ASORIP website. Therefore, any learner account, with a balance more than 60 days past due, is deemed eligible to be seen as delinquent.
- g) Legal fees incurred for any loss or the recovery of funds will be for the clients account.
- h) No certificates / completed work will be issued until full settlement.

Substitutions and Cancellations by the Client (a-f)

- a) The client will remain responsible for the payment of all work booked / participants scheduled per course, and not just the "hot seats." (Actual attendance)
- b) A qualified substitute may be enrolled in a participant's place provided we are notified in writing before the first day of the Training Course / Work Project.
 However, two or more participants may not share a place at an event.
- c) If additional participants are identified when the course starts, a separate signed contract or intent to engage must be obtained.
- d) Client may cancel or reschedule attendance of any training delivery as indicated on the accepted quote as set out below but must be cognisant that this will result in a cancellation fee or full charge of costs incurred to date, whichever is the greater.

Notice Period	Cancellation Charge Per Participant
*11 or more working days	0% of the fee
*4 – 10 working days	50% of the fee
*0 – 3 working days	100% of the fee
- e) The client acknowledges and agrees that any change to an existing order may cause the price for the order also to change. Any change to an order shall be agreed to in writing by the client and ASORIP prior to such change being affected.
- f) ASORIP or its representatives reserve the right to cancel any contract where the client misrepresents themselves and or maltreats the consultant.

Warranty and Liability (a-d)

- a) The participant accepts that it is their responsibility to verify that the Training Course / Work Project is suitable for the requirements of the participant attending and that the participant has the necessary level of competence to be able to achieve the objectives of the Training Course / Work Project.
- b) ASORIP shall have no liability for any use of, or any inability to use, any material supplied, or knowledge gained from participation in the Training Course / Work Project.
- c) Any disputes regarding the attendance, performance or conduct of any ASORIP consultant will be dealt with strictly in terms of the established and agreed procedures signed off in the project charter.
- d) No consultant may be obliged by the client to conduct work not reduced to writing and which does not appear in the baseline scope of work briefed by the client to the consultant. All such requests must be made in writing to the Chief Executive Officer at ASORIP.

Deed of Surety (a-c)

- a) By placing his / her signature on documentation the signee accepts that he / she do thereby bind him / herself in private and individual capacity as Surety and Co-Principal Debtor for the payment to ASORIP for any amounts which may at any time become owing by the Applicant.
- b) This deed of surety ship shall be a continuing guarantee and no cancellation of or release from this surety ship shall be valid unless it is in writing and signed by both the surety and the Company.
- c) The signee expressly renounces the benefits of the legal exceptions of "order", "excursions", "cession of action" and all or any exceptions which could be pleaded to any claim by the company against him / her. The signee declares him / herself to be fully acquainted with the meaning, force and effect of these exceptions.

Copyright (a-b)

- a) The Training Course / Work Project content, and materials remain the copyright of ASORIP.
- b) Unauthorised copying or redistribution of the Training Course / Work Project materials is prohibited unless agreed in advance in writing by the Chief Executive Officer at ASORIP.

Amendment and Waiver (a-f)

- a) The terms and conditions and details in this document represent a complete statement of the agreement between the parties and supersede all prior discussions, correspondence and representations.
- b) This Agreement may not be amended except in a writing signed by both parties. No waiver of any terms of this Agreement occurs unless in writing signed by the party waiving its rights.
- c) These terms and conditions are subject to change without notice and changes will apply to any Training Course / Work Project order received after the date of the change.
- d) ASORIP acceptance of a purchase order containing different terms and conditions does not modify or supersede these terms and conditions.
- e) If any provision herein is held to be invalid illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired.
- f) This agreement shall be governed by and interpreted in accordance with South African Laws.