

IoDSA

Standard Terms and Conditions

Version 2
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IoDSA Standard Terms and Conditions

These standard terms and conditions of service (“Standard T&Cs”) contain the general terms and conditions which govern your subscription or procurement of any services or products (“Services”) provided by the Institute of Directors in Southern Africa NPC (“IoDSA”). As used in this Standard T&Cs references to “Client”, “Customer”, “Delegate”, “Member”, “you”, “your” or “yourself” means you the member/subscriber in an individual capacity and/or you on behalf of the contracting organisation in a corporate capacity.

This document must be read together with the relevant Service specific terms and conditions as set out in the specific service engagement letter/agreement/memorandum of understanding etc. (“Service Agreement”) entered into between the you and the IoDSA (“the Parties”) where applicable. Note: Not all IoDSA Services will require a specific Service Agreement in which instance these Standard T&Cs will apply without variation, unless expressly agreed otherwise in writing between the Parties.

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1 ACCEPTANCE OF THESE TERMS AND CONDITIONS

By subscribing to or making use of any Services offered by the IoDSA, you undertake to accept and be bound by these Standard T&Cs at the outset, and to any other terms in the specific Service Agreement (where applicable). In the event of a conflict between this Standard T&Cs and a signed Service Agreement, the Service Agreement terms will prevail.

2 BUSINESS HOURS

- 2.1 The IoDSA business hours are Monday to Friday, from 08h00 to 17h00.
- 2.2 The IoDSA offices are not open on weekends and public holidays.
- 2.3 In the event of additional *ad hoc* instances whereby the IoDSA offices will be closed, closure times will be communicated via the IoDSA website, email signatures, pre-recorded telephone messages and by written notice at the premises as appropriate and/or as solely determined by the IoDSA from time to time.
- 2.4 All Services shall be conducted within these parameters. Any Services requested to be conducted outside of the IoDSA's business hours are at the sole discretion of the IoDSA and may attract an additional fee.

3 IoDSA SERVICES AND PRODUCTS

- 3.1 The IoDSA may provide you with the following Services, *inter alia*:
 - 3.1.1 IoDSA membership and related member benefits;
 - 3.1.2 Board Appraisal Services;
 - 3.1.3 Governance Advisory Services;
 - 3.1.4 Open Director Development programmes
 - 3.1.5 In-house Director Development programmes;
 - 3.1.6 Events;
 - 3.1.7 Non-executive Director advertisements;
 - 3.1.8 Professional designations (i.e. Certified Director™ and Chartered Director SA®); and
 - 3.1.9 IoDSA Communications (this includes general updates, governance alerts and information on services etc.)
- 3.2 The provision of Board Appraisal Services, Governance Advisory Services and In-House Director Development programmes by the IoDSA will be subject to signing a specific Service Agreement in line with the specific scope of services to be provided. Such Services will only commence once the IoDSA is in receipt of a signed Service Agreement.
- 3.3 Any services requested outside the scope of services as outlined in a signed Service Agreement ("Additional Services"), will require a separate agreement to be signed before the provision of such Additional Services unless otherwise agreed to in writing between the Parties. Such Additional Services will incur additional fees as advised to the Client at the time of request or proposal and shall be governed by these Standard T&C's and any other specific terms and conditions contained in the applicable Service Agreement for the Additional Services.
- 3.4 IoDSA Services are provided free from any undertaking or warranty of use except for the intended purpose.
- 3.5 All products (where applicable, such as King Reports) sold by IoDSA to the Client are done with no warranty, express or implied, with regards to the products intended purpose.

- 3.6 IoDSA shall accept the return of any defective product(s) purchased by the Client and shall exchange same for the same product(s).
- 3.7 King IV and IoDSA mobile apps, which are purchased, downloaded and used by the user are subject to the acceptance for the applicable mobile app specific terms and conditions of use.

4 BOARD APPRAISAL SERVICES

4.1 General

- 4.1.1 The Board Appraisal Services (“BAS”) are designed to be a self-evaluation process to assess the current performance of the board as a collective, individual members and specific board committees, with the IoDSA acting as an independent facilitator of the self-appraisal process. The BAS offering to be provided will depend on the specific needs and request of the Client.
- 4.1.2 All queries and requests for proposals are to be submitted to the BAS Team via bas@iodsa.co.za. Once received, the BAS Team will acknowledge receipt thereof. Once the specific scope of work and needs have been understood and confirmed, the IoDSA shall provide the Client with a proposal (setting out the scope of work, timelines, fee estimate and payment terms for the requested services) for review and acceptance.
- 4.1.3 Upon receipt of acceptance of the proposal, a formal Service Agreement will be provided to the Client for signature. The IoDSA will only commence/perform the Services once a signed Service Agreement has been received.
- 4.1.4 The IoDSA cannot provide an independent opinion on the board performance. The results of any appraisal/evaluation is based solely on the views of the board and/or its committee members against the IoDSA’s assessment criteria. The IoDSA shall however provide recommendations (where possible) based on the results to improve board performance.
- 4.1.5 The IoDSA will require the Client to assign a person to represent it and through whom the IoDSA will report and communicate throughout the course of the project. Communications from the IoDSA on the project will only be provided to such identified representatives.
- 4.1.6 The BAS report(s) will be provided only to the individual representatives of the Client as specified in the Service Agreement or as otherwise requested by the Client in writing. BAS report(s) will not be provided to any other individuals or third parties without the written consent from the Client, unless the IoDSA is under a legal obligation to do so.
- 4.1.7 BAS report(s) are provided to Clients in PDF format only, in order to ensure version control and integrity of reporting. Changes to opinions, views and overall results will not be made by the IoDSA so as to ensure the report(s) reflect the actual collective views of the board members. Only Client requests to change factually incorrect information will be addressed.

4.2 Appraisal Questionnaire(s)

- 4.2.1 The IoDSA appraisal questionnaire(s) are the intellectual property of the IoDSA and the use/dissemination of such questionnaire(s) to the Client does not transfer such intellectual property rights or entitle the Client to use/disseminate such questionnaire(s) for any other purpose.
- 4.2.2 The questionnaire(s) used in the appraisal are intended for the use by the Clients’ board only and may not be disseminated to any third parties without the prior written permission of the IoDSA. The Client hereby agrees to treat such appraisal questionnaire(s) as private and confidential information.

4.2.3 Replies to appraisal questionnaire(s) will be received electronically via the IoDSA online survey tool only. Replies will only be received by and accessible to the IoDSA in order to ensure such replies are kept confidential in the interest of sourcing honest and candid input. The Client will not be given access to the IoDSA survey tool or individual member completed questionnaire(s).

4.3 **Interviews (where applicable)**

4.3.1 The IoDSA will provide the Client with possible dates available for the facilitation of interviews in accordance with IoDSA facilitator availability at the time. The Client is required to approve interview dates within 5 (five) business days (or such other timeframe as requested by the IoDSA at the time) of receipt of available dates, after which the availability of those dates will expire. The IoDSA provides no guarantee that such dates will be available to the Client should confirmation or request for any dates be received after the requested confirmation timeframe.

4.3.2 No interviews will be conducted on any dates other than those agreed upon between the Parties. Additional dates and interviews times must be mutually agreed and additional charges may apply should additional time be required for the conducting of interviews.

4.3.3 All interviews will take place at either the Clients' office or the IoDSA office, unless otherwise agreed in writing between the Parties.

4.3.4 Should the Client wish to cancel a confirmed interview date, written notice must be provided to the IoDSA no less than 2 (two) business days before the scheduled interview date. Failure to provide such notice will result in a cancellation penalty fee to cover the IoDSA Facilitator time wasted. The charging of such penalty fee is at the sole discretion of the IoDSA depending on the specific circumstances at the time.

4.4 **BAS Service Fees**

4.4.1 The BAS Service Fees will be invoiced to the Client in 2 (two) instalments: 40% (forty percent) on receipt of the signed Service Agreement and 60% (sixty percent) on issue of the BAS report(s), unless otherwise specifically agreed to in the Service Agreement.

4.4.2 The BAS report(s) will only be released to the Client once payment of the first invoice has been received by the IoDSA.

4.4.3 The quoted BAS Service Fees exclude VAT, costs relating to facilitator travel (i.e. flights, accomodation, car rental etc.) outside Johannesburg, South Africa and any other direct disbursements/expenses incurred by the IoDSA which will be for the Clients' account. Additional disbursements will be agreed with the Client prior to being incurred.

4.4.4 Should the facilitator be required to travel via road for more than 50km (fifty kilometres) from the IoDSA office in Sandton, then there will be a per kilometre charge for the full distance travelled to the Client to cover facilitator fuel/travel costs. Google Maps will be used to determine the average distance of the trip from the IoDSA office to the agreed location of the BAS Client.

4.4.5 If for any reason the Client wishes to postpone or cancel an action plan workshop; written notification must be given to the IoDSA not less than 5 (five) business days prior to the scheduled date. If, however, a postponement or cancellation is made within 5 (five) business days of the workshop taking place, then 50% (fifty percent) of the applicable Service Fees will be charged as a postponement or cancellation fee.

5 GOVERNANCE ADVISORY SERVICES – FREE TECHNICAL CORPORATE GOVERNANCE SUPPORT (MEMBER BENEFIT ONLY)

- 5.1 The IoDSA free technical corporate governance support service is available to subscription paying IoDSA Members only (i.e. fully paid members at the time of request) as a Member benefit, and applies where the request does not involve a significant amount of research nor a formal opinion but rather requires high-level guidance to steer the Member in the right direction.
- 5.2 All technical corporate governance related queries must be submitted in writing to the CCG Technical Team via advisory@iodsa.co.za.
- 5.3 Only written email responses to such queries will be provided by the CCG Technical Team. No technical corporate governance advice will be provided via telephone or in person.
- 5.4 In order to adequately respond to the query, the email should set out the following information:
IoDSA membership number;
Member contact details; and
a detailed description of the query together with any relevant background information.
- 5.5 The IoDSA will acknowledge receipt of a query when received, and may request further information should it be considered necessary. The obligation is on the Member to ensure that the query has been received by the IoDSA. If no acknowledgement of receipt is received, the Member should assume that the IoDSA has not received the query.
- 5.6 The IoDSA shall endeavour to respond to technical queries within 2 (two) business days of receipt of all relevant information or as soon as reasonably possible. This timeframe is dependent on the current capacity of the IoDSA at the time of request as well as the complexity of the query.
- 5.7 The scope of advice/support provided under this Service is limited to a corporate governance perspective and does not constitute formal professional legal or other specialist advice.
- 5.8 This Service is not intended to provide case specific implementation advice/assistance nor constitute a formal corporate governance opinion (such requests/services shall fall under the Fee Based Advisory Services as set out under clause 6 below). The IoDSA is not at liberty to replace the governing body's judgement and as such will refer a Member to the relevant corporate governance principle/practice to consider without coming to a conclusion/making a decision in certain instances. The purpose of this Service is to provide the Member with general high-level guidance on his/her query.
- 5.9 Should a particular query require more than 30 (thirty) minutes to prepare a response, is complex in nature and/or requires further research/assistance, the IoDSA will advise the Member of such and will provide the Member with an estimated fee and proposal setting out the Fee Based Advisory Service(s) scope that can be provided by the IoDSA (if requested).

6 GOVERNANCE ADVISORY SERVICES – FEE BASED ADVISORY SERVICES

- 6.1 The scope of fee-based Governance Advisory Services is limited to advice/recommendations from a corporate governance best practice perspective as espoused by the King Reports and only those specific to governance related areas covered by the Companies Act, PFMA, MFMA or other relevant legislation. The Governance Advisory Services shall not constitute formal professional legal advice and any contentious matters and/or queries that require professional legal advice will not be performed by the IoDSA. The Client will be directed in such instances to obtain such advice from a legal consulting firm.

- 6.2 All requests for specific Governance Advisory Services are to be made to the CCG Technical Team via advisory@iodsa.co.za.
- 6.3 Upon receipt of such request an acknowledgment of receipt will be provided and depending on the information provided a briefing call/meeting may be requested to discuss the scope of work. Based on these discussions, should it be a service that the IoDSA can provide, a proposal (setting out the scope of work, timelines, fee estimate and payment terms) will be provided to the Client for review and acceptance.
- 6.4 Upon receipt of acceptance of the proposal, a Service Agreement will be provided to the Client for signature. The IoDSA will only commence/perform the Services once a signed Service Agreement has been received.
- 6.5 The obligation is on the Client to ensure that any requests, notification of acceptance, signed Service Agreements and/or any other documents relating to the project have been received by the IoDSA. If no acknowledgement of receipt is received, the Client should assume that the IoDSA has not received the correspondence.
- 6.6 The scope of work/services to be performed by the IoDSA will be solely in accordance with the specific signed Service Agreement. Any amendments to the scope of services or requests for additional services must be in writing via either an Addendum to the current Service Agreement or a new Service Agreement prior to any changes or additional services to the scope being performed.
- 6.7 The Governance Advisory Services Fees will be invoiced to the Client in 2 (two) instalments: 40% (forty percent) on receipt of the signed Service Agreement and 60% (sixty percent) on issue of the draft report(s)/deliverable(s), unless otherwise expressly agreed in the signed Service Agreement.

7 OPEN PROGRAMME DIRECTOR DEVELOPMENT

- 7.1 Any Open Director Development (“DD”) programme attended by a Delegate at the IoDSA will be governed by these booking Standard T&Cs.
- 7.2 Any queries on Open DD programmes can be made to Open DD Team via training@iodsa.co.za.
- 7.3 All bookings for Open DD programmes hosted by IoDSA must be done by completing and submitting the online registration/booking form for that specific programme via the IoDSA website (www.iodsa.co.za) under “Director Development” or the “IoDSA Calendar” tabs.
- 7.4 In order to proceed to make a booking online, the Delegate will be required to login into his/her IoDSA Member Profile or IoDSA Alumni Profile Account. Delegates should ensure not to create duplicate profiles as it may result in potential discounts not being applied.
- 7.5 In the event that a Member has booked on a Member rate and his/her membership has been suspended for non-payment of member fees, the Member will not be eligible to receive the discounted rate unless all membership fees due are fully settled.
- 7.6 If the Delegate is not a subscription paying Member, he/she will be required to create an IoDSA Alumni Member profile account when registering for an Open DD programme for the first time, this account can then be used for all future bookings by the Delegate.
- 7.7 The IoDSA Alumni Member profiles are required to ensure that the IoDSA has accurate and up to date Delegate information for issuing of attendance certificates, training attendance history and statistical purposes. By creating an IoDSA Alumni Member profile account, the Delegate agrees to receive relevant

IoDSA Communication around IoDSA services, events and governance related information. The Delegate may unsubscribe from such communications at any time. All personal information shall be collected, processed and stored in accordance with Clause 19 below.

- 7.8 Upon submission of the booking form and online acceptance of the booking terms and conditions (and these Standard T&C's), a Service Fee invoice will be automatically generated and sent to the Delegate electronically via the online portal for payment. The Delegate should ensure that their contact and billing information is accurate and updated when necessary.
- 7.9 Bookings are considered tentative until the Services Fee is paid.
- 7.10 A booking does not guarantee right to entry to the Open DD programme until the Service Fee has been paid (or a Purchase Order has been submitted to the IoDSA guarantying payment). Once the Service Fee has been paid or a Purchase Order submitted, a booking confirmation will be sent to the Delegate.
- 7.11 Payment of the Service Fee invoiced (or the submission of a Purchase Order) must be made within 14 (fourteen) calendar days of booking, failure of which will result in the booking automatically being cancelled on behalf of the Delegate. The Delegate will be notified of the cancellation of the booking.
- 7.12 In the event of a booking being done within 10 (ten) business days of the scheduled Open DD programme, the Service Fee must be paid within 24 (twenty four) hours of the booking request in order for the booking to be confirmed.
- 7.13 The Service Fee is payable in full. If the Delegate fails to make full payment within the specified time frames above, the IoDSA reserves the right to further cancel or suspend the Delegate's membership in the event of the account being overdue.
- 7.14 A Delegate may cancel or postpone attending a booked Open DD programme to a future scheduled Open DD programme date on the following conditions.
 - 7.14.1 A cancellation or postponement will be allowed if the Delegate has notified the IoDSA in writing at least 10 (ten) business days prior to the commencement of the scheduled Open DD programme.
 - 7.14.2 A cancellation or postponement is only valid and in effect upon written acknowledgement and confirmation of cancellation or postponement from the IoDSA, in which instance the paid amount will be credited to the Delegate for attendance on another Open DD programme date. Refunds will not be made.
 - 7.14.3 In the event that a Delegate does not arrive for the Open DD programme and no written cancellation or postponement has been received by the IoDSA, the full Service fee may be forfeited and may not be credited or refunded. The Delegate may provide written reasons to the IoDSA for his/her failure to arrive and the IoDSA may at its sole discretion elect whether the Delegate may reschedule the Open DD programme or if they will forfeit the full Service Fee.

- 7.15 If the Delegate is unable to attend an Open DD programme for any medical reason whatsoever, the Delegate will not forfeit the Service Fee already paid upon proof of a medical certificate. The IoDSA will thereafter arrange an alternative Open DD programme for the Delegate to attend based on Open DD programme availability.
- 7.16 A Delegate may send a replacement if he/she cannot attend an Open DD programme, subject to IoDSA being notified of such replacement at least 24 (twenty-four) hours prior to the scheduled Open DD programme and subject to the replacement being bound by these Standard T&Cs. Such request for replacement is only valid and in effect upon written acknowledgement and confirmation of replacement from the IoDSA.
- 7.17 Notwithstanding that a Delegate may attend as a representative of, or by invitation from any entity, the attending Delegate is bound by all of these Standard T&Cs including, but not limited to the payment provisions.
- 7.18 Programme details are given in good faith, however the IoDSA reserves the right to change programme content and presenters or to cancel a programme and will notify all registered Delegates accordingly should this occur. The full programme Service Fee will be refunded if the programme is cancelled by the IoDSA.
- 7.19 All course materials provided for the duration of the Open DD programme are the intellectual property and copyright of the IoDSA, and are provided for the sole use of the Delegate attending the Open DD programme in question. Reproduction, distribution or modification of the course material is strictly prohibited.
- 7.20 A Certificate of Attendance shall be provided to the Delegate at the end of the day of the specific programme. Should a Delegate misplace his/her Certificate of Attendance and/or requires a copy, a replacement certificate is available from the IoDSA upon written request at no charge. If the Delegate however requires such replacement certificate to be couriered to him/her, associated courier charges will be applicable.
- 7.21 The IoDSA reserves the right to refuse admission to a Delegate to any Open DD programme. This may be done if the IoDSA has not have received payment for the Delegate's attendance, or should the Delegate pose a health or safety risk to other delegates or is disruptive to the other delegates in attendance. Delegates must adhere to the house rules set out by the IoDSA Facilitator, IoDSA and provider of the venue and must remain respectful of other individuals at all times for the duration of the Open DD programme.
- 7.22 **Being a Director Package Deal**
- 7.22.1 The package deal is a 4 (four) day programme consisting of the Being a Director Parts 1-4 programmes.
- 7.22.2 The 4 (four) dates allocated for the package deal are non-negotiable, non-alterable and may not be substituted for alternative dates.
- 7.22.3 In the event that a Delegate is unable to attend on any of the 4 (four) dates, such Delegate shall forfeit that day's attendance and no refund or alternatives are available in any manner whatsoever.

- 7.22.4 The package deal may be transferable and in the event the Delegate is unable to attend any of the 4 (four) days and wishes to send a replacement, the Delegate must notify the IoDSA in writing at least 24 (twenty four) hours prior the scheduled programme date, with the details of the individual attending in the delegate's place. Such request for replacement is only valid and in effect upon written acknowledgement and confirmation of replacement from the IoDSA.
- 7.22.5 In order to cancel the Being a Director Package Deal, written cancellation must be given to the IoDSA at least 10 (ten) business days prior to the first scheduled date of the 4 (four) day programme in the package deal. A request for cancellation is only valid and in effect upon the written acknowledgement and confirmation of cancellation from the IoDSA. In which instance, any invoices paid to date will be credited to the Delegate for attendance on another Open DD programme.
- 7.22.6 It is the responsibility of the Delegate to ensure that any required written notices are received by the IoDSA within the stipulated timeframes.

8 IN-HOUSE DIRECTOR DEVELOPMENT PROGRAMMES

- 8.1 The scope and provision of In-House Director Development ("DD") programmes to be performed by the IoDSA will be in accordance with the specific signed Services Agreement.
- 8.2 All requests for In-House DD programmes are to be made to In-House DD Team via email to: inhouse@iodsa.co.za.
- 8.3 Upon receipt of such request an acknowledgment of receipt will be provided and dependant on the information provided via email, a briefing call/meeting may be requested to discuss the scope of programme needed to ensure it is customisable to address and meet the Client's training needs/issues. Based on these discussions a proposal (setting out the scope of work, timelines, fee estimate and payment terms) will be provided to the Client for review and acceptance.
- 8.4 Upon receipt of acceptance of the proposal, a Service Agreement will be provided to the Client for signature.
- 8.5 In-house DD programmes will only considered to be formally/contractually confirmed and booked on specified dates requested/agreed once the IoDSA receives a signed Service Agreement.
- 8.6 The total (i.e. 100%) Service Fee will be raised upon receipt of a signed Service Agreement, and is payable no less than 30 (thirty) days from invoice date, unless specifically agreed otherwise in the Service Agreement. Public Sector organisations who require invoices and payment to be made after delivery of Services, must provide the IoDSA with a purchase order number for the applicable Service Fee upon signature of the Service Agreement and prior to the conducting of any In-House DD programme in order for such requests to be actioned.
- 8.7 The obligation is on the Client to ensure that any requests, notification of acceptance, signed Service Agreements and/or any other documents relating to the project have been received by the IoDSA. If no acknowledgement of receipt is received, the Client should assume that the IoDSA has not received the correspondence.

- 8.8 If, for any reason, the Client has to postpone an In-House DD programme, the Client must notify the IoDSA of its request to postpone the In-House DD programme in writing no less than 14 (fourteen) business days prior to the agreed scheduled programme date in order to re-schedule a new date for the programme. Should a suitable alternative date not be agreed upon and on such occasion should the Client wish to cancel the In-House DD programme a reasonable portion of the total Service fee will be charged as a cancellation fee for administrative costs and preparation work done to date in anticipation of scheduled programme.
- 8.9 If a postponement is made by the Client within 14 (fourteen) business days' notice of the agreed scheduled programme date, a postponement penalty fee may apply depending on reasonable costs incurred to date.
- 8.10 If a cancellation is made by the Client within 7 (seven) to 14 (fourteen) business days of the agreed scheduled programme date, then 50% (fifty percent) of the total Service Fee will be charged as a cancellation fee by the IoDSA.
- 8.11 If a cancellation is made by the Client within 7 (seven) business days of the agreed scheduled programme date taking place, then 100% (one hundred percent) of the total Service Fee will be charged as a cancellation fee by the IoDSA.
- 8.12 The Client is responsible for arranging, booking, paying for and confirming a suitable venue to be used and all catering for the Client's delegates attending the In-House DD Programme.
- 8.13 Should the Client fail to book a suitable venue for the scheduled In-House DD programme the Client must notify the IoDSA not less than 7 (seven) business days prior to the scheduled In-House DD programme date in order to reschedule. A reasonable postponement fee may be charged by the IoDSA depending on the specific circumstances. This timeframe is paramount if In-House DD programme material is required to be couriered to a venue outside of Gauteng and where material is to be couriered outside of South Africa this timeframe may be increased to ensure timely delivery.
- 8.14 In instances in which material is couriered outside of South Africa, the Client is responsible for ensuring collection (and this includes complying with all boarder control requirements at the time) of all programme material from the applicable boarder control agent, and to pay any fees relating to the release of such material at the border.
- 8.15 The Client is also responsible for the cost of and arranging/booking of all suitable travel (flights and vehicle rental/shuttle etc.) and accommodation required for the IoDSA Facilitator, should the In-House DD Programme be held outside of Gauteng, South Africa.
- 8.16 Should the facilitator be required to travel via road for more than 50km (fifty kilometres) from the IoDSA office in Sandton, then there will be a per kilometre charge for the full distance travelled to the Client to cover facilitator fuel/travel costs. Google Maps will be used to determine the average distance of the trip from the IoDSA office to the agreed location of the In-House DD programme.
- 8.17 Should the Client fail to book and provide the IoDSA with all flight, accommodation and vehicle rental/shuttle slips/tickets for the facilitator within the timeframe provided by the In-House DD team prior to the scheduled programme date which results in the facilitator either arriving late or not arriving for the scheduled programme, the full fee as invoiced shall still be due and payable to the IoDSA.

9 EVENTS

- 9.1 All Delegates may register to attend an IoDSA event through completing the online booking/registration form through the event mailer, the IoDSA Member app or directly via the IoDSA website for the event under the IoDSA Calendar.
- 9.2 IoDSA subscription paying Members will be required to log into their IoDSA Member Profile Accounts to proceed with the booking to attend an IoDSA event.
- 9.3 If the Delegate is not a subscription paying Member, he/she will be required to create an online IoDSA Alumni Member profile account in order to proceed with the booking to attend an IoDSA event, this account can then be used for all future bookings by the Delegate.
- 9.4 IoDSA Alumni Member profiles are required to ensure that the IoDSA has accurate and up to date Delegate information for attendance history and statistical purposes. By creating an IoDSA Alumni Profile Account, the Delegate agrees to receive relevant IoDSA Communication around IoDSA services, events and governance related information. The Delegate may unsubscribe from such communications at any time. All personal information shall be collected, processed and stored in accordance with Clause 19.
- 9.5 Event bookings are considered confirmed:
 - 9.5.1 once a Booking Confirmation email is received by the Delegate for free IoDSA events; or
 - 9.5.2 once the applicable Event Fee invoice is paid in full by the Delegate and a Booking Confirmation is emailed to the Delegate.
- 9.6 All IoDSA events are offered as:
 - 9.6.1 an IoDSA Member benefit and thus may be free (i.e. at no charge) to subscription paying IoDSA Members at the time of the event registration; or
 - 9.6.2 an event where a subscription paying IoDSA Member will be charged an Event Fee as per the specific event invite in order to attend; or
 - 9.6.3 an event where non- subscription paying IoDSA Members will be required to pay an Event Fee as per the specific event invite in order to attend.
- 9.7 Upon submission of the booking reservation form and acceptance of these Standard T&C, an invoice with the relevant Event Fee will be automatically generated and sent to the Delegate electronically via the online portal.
- 9.8 Payment of the Event Fee invoice must take place in the following manner:
 - 9.8.1 If the booking for the event is done within 1 (one) month of the scheduled event, the invoice must be paid within 5 (five) business days of booking, failure of which will result in the booking being cancelled on behalf of the Delegate. The Delegate will be notified of the cancellation of the booking.
 - 9.8.2 If the booking for the event is done within 5 (five) business days of the scheduled event, the invoice must be paid immediately, failure of which will result in the booking being cancelled on behalf of the Delegate. The Delegate will be notified of the cancellation of the booking.
- 9.9 Event details are given in good faith, however the IoDSA reserves the right to change event content, activities, presenters, facilitators and/or to cancel an event. In which instance, the IoDSA will notify all registered Delegates accordingly of such change. The full Event Fee, where applicable and paid, will be refunded to the Delegate if the Event is cancelled by the IoDSA.

9.10 The IoDSA reserves the right to refuse admission to any event should the IoDSA not have received payment for the Delegate's attendance (where applicable), or should the Delegate pose a health or safety risk to other delegates or is disruptive to the other delegates in attendance. Delegates must adhere to the house rules set out by IoDSA and/or provider of the venue and must remain respectful of other individuals at all times for the duration of the event.

10 MEMBERSHIP

Membership with the IoDSA will be governed by these Standard T&Cs and the [IoDSA Member Code of Conduct](#).

10.1 By acquiring IoDSA membership, the Member hereby agrees and undertakes to adhere to the IoDSA Member Code of Conduct. Members found in contravention of the Member Code of Conduct may have their memberships revoked.

10.2 Members will be liable to pay the IoDSA the invoiced annual membership subscription fee upon presentation of such invoice by the IoDSA and no later than 30 (thirty) business days of receipt thereof. The Member's IoDSA membership will only become active upon payment of the full invoiced amount.

10.3 Members falling under the Critical skills member category are requested to provide the following supporting documentation

- Business owners to provide a valid SARS certificate and CIPC certificate
- Employees of a company are required to provide the IoDSA with a letter of appointment on a company letterhead from the HR department.

10.4 Renewal of annual membership subscription fees are invoiced in November of every year for the following year's subscription period and payment shall be due by end of February of the following year (unless advised otherwise by the IoDSA in writing). Should payment not be received by such stipulated date or other subsequent date as advised by the IoDSA, the Member's IoDSA membership account will be suspended until full payment of the annual membership subscription fees have been received by the IoDSA or alternatively such membership will be cancelled should the Member wish not to renew his/her IoDSA membership for that year.

10.5 Annual membership subscription fees and annual increases are reviewed and determined annually at the sole discretion of the IoDSA.

10.6 A Member may terminate their IoDSA annual membership on 3 (three) months written notice to the IoDSA. In the event that a Member terminates their membership before expiry on 31 December, they will be reimbursed for any unused portion of their membership at the end of the notice period (i.e. the total membership fee/12 = per monthly fee x number of months left of the membership at the end of the termination notice period) less an administration fee of R 434.78 (four hundred and thirty four rand and seventy eight cents)(excluding VAT).

10.7 An online IoDSA Member profile account will automatically be created for each Member and each Member will receive an automated generated password for first time access to their Member profile account.

- 10.8 It is the responsibility of the Member to ensure that his/her IoDSA Member profile account password is changed and kept secure from third parties. Should the Member forget his/her password, the IoDSA Membership Team can assist the Member with resetting his/her password via written or telephonic request to the IoDSA post the successful completion of any security questions to confirm the Member's identity
- 10.9 It is furthermore the responsibility of the Member to ensure his/her contact details, CV/resume and all other personal information provided in his/her Member profile account is accurate and kept up to date.
- 10.10 In order for a Member to be included in any NED Vacancy CV searches, the Member must have uploaded and included his/her CV to his/her Member profile account. The member must be fully paid up on their subscription fees at the time in order to be considered for a CV search. See Clause 12.3 for further details.

11 MEMBER BENEFITS

- 11.1 Member benefits are provided to fully paid up subscription paying IoDSA Members only as indicated in the Member value proposition. Members can review/access all current Member benefits available to them via the IoDSA Member benefits webpage, which is available on our website on www.iodsa.co.za.
- 11.2 Member benefits provided are subject to the IoDSA's sole discretion and may be changed or cancelled at the sole discretion of the IoDSA at any time.
- 11.3 Any changes to Member benefits will be communicated to Members through electronic communications and updated on the IoDSA Member benefits webpage timeously.
- 11.4 Certain Member benefits require the IoDSA to share certain Member information with the service provider. In becoming an IoDSA Member, the Member consents to the IoDSA sharing such information with the service provider.
- 11.5 The specific terms of use for a Member Benefit service provider shall be provided to the Member on the applicable Member benefit webpage and during the application/registration process required by the relevant service provider.
- 11.6 By electing to use such Member Benefit offering or services the Member agree and undertakes to abide by the Member Benefits service provider's terms and conditions
- 11.7 The IoDSA makes no warranty as to the offering or services provided by the Service Provider.
- 11.8 The election to use any Member Benefit offered is at the sole discretion of the Member and the IoDSA takes no responsibility nor liability for any risk, loss or damage incurred by the Member in relation to the use of such Member Benefit offering or services.

12 ADVERTISING

12.1 General

- 12.1.1 Any advertising done on any of the IoDSA's advertising platforms will be in accordance with these Standard T&C as well as any specific written arrangement between the IoDSA and the other party for the specific advertisement.
- 12.1.2 Payment is to be made on receipt of invoice from the IoDSA but no later than 30 (thirty) business days from the date of invoice or as otherwise specifically provided for in writing by the IoDSA. Advertisements will not be placed until full payment of invoices has been received by the IoDSA.

- 12.1.3 If payment is not received within the stipulated time frames to allow for the advertisement to be part of the specific publication run, the advertisement will feature in the next scheduled publication release upon payment of the IoDSA invoice.
- 12.1.4 Should the advertising party elect to cancel any scheduled advertisements already paid for, it must provide the IoDSA with written notification of such at least 15 (fifteen) business days from the scheduled publication release in order to receive a full refund and/or move the advertisement to future scheduled publication release.
- 12.1.5 Notwithstanding the above, the IoDSA reserves its rights in relation to any cancellation of advertising already paid for and any arrangement is primarily governed by the agreement signed with the IoDSA.

12.2 **Non-Executive Director (NED) Vacancy Notification**

- 12.2.1 The IoDSA NED Vacancy Notification allows for any organisation to advertise its non-executive director vacancies/positions to the IoDSA Member database.
- 12.2.2 This Service is provided at no charge (i.e. for free) to all organisations and is limited to the IoDSA acting only as a conduit to advertise any NED Vacancies.
- 12.2.3 Notifications are made via email communication to IoDSA Members only and are placed on the IoDSA NED Vacancy webpage which is accessible by IoDSA Members only.
- 12.2.4 In order for an individual to receive NED Vacancy Notification such individual must be an paid up subscription paying IoDSA Member. This is an exclusive IoDSA Member benefit.
- 12.2.5 The advertising organisation will be responsible to provide the IoDSA with the NED Vacancy advert content including the full details of the requirements, fees and designated contact person at the advertising organisation.
- 12.2.6 The IoDSA will not be responsible to review or check the advert/notification content received prior to release. The advertising organisation will be held full responsible to ensure it has accurately captured the position details, role and responsibilities, as well as the applicable criteria, skills and specific requirements of the candidate the advertising organisation requires. The IoDSA however does reserves its right to request a change or wording or not to place the advert/notification content because it is offensive and/or unacceptable to the IoDSA values.
- 12.2.7 The IoDSA takes no responsibility for the accuracy or validity of information provided by Members/Candidate in response to the advert/notification. The IoDSA will not conduct any form of screening of Members/Candidate or vetting of Members/Candidate CVs. The IoDSA provides no guarantee as to the calibre of Members/Candidate that may apply or express interest in the advertised NED vacancy. It is the responsibility of the advertising organisation to vet all applications/interest received in response to its NED vacancy advert/notification.
- 12.2.8 All enquiries, interest and applications in response to a NED Vacancy Notification will go directly to the advertising organisation's designated contact person as indicated in the NED Vacancy Notification email. The IoDSA will not be responsible to handle any queries or applications received on behalf of the advertising organisation.
- 12.2.9 Processing of applications, interviews and final appointment of Members/Candidate (s) will be at the sole discretion/responsibility of the advertising organisation.

- 12.2.10 As a condition to such NED Vacancy advertising service, the advertising organisation is required to notify the IoDSA of any successful appointment of an IoDSA Member/Candidate for statistical and reporting purposes.
- 12.2.11 The IoDSA reserves the right to advertise the appointment of Members who have been appointed through it's NED Vacancy on it's various digital and print platforms.
- 12.2.12 Unless the advertising company advises otherwise, it will be stated in the communication to Members that "if candidates have not received feedback within 30 (thirty) calendar days, it should be assumed that your application has not been successful."

12.3 Non-Executive Director CV Search

12.3.1 NED CV Search Requests

- 12.3.1.1 Organisations may request a NED CV Search by completing the online CV Search request form found on the IoDSA website, which is www.iodsa.co.za. Once completed the form will be received by the Membership Team Manager.
- 12.3.1.2 NED CV Searches are conducted at a fee ("Service Fee") which Service Fee will be invoiced to the organisation ("Client") upon election to use this Service from the IoDSA. Service Fee invoices will be required to be paid in full before the IoDSA actions the NED CV Searches. Fully paid up subscription paying Members will received a discount on the Service Fee for NED CV Searches.
- 12.3.1.3 By purchasing this Service, the Client agrees and undertakes to these Standard T&Cs generally and specifically in relation to the NED CV Searches Service offering.
- 12.3.1.4 The IoDSA will electronically search IoDSA Member CV uploads/summaries against the specific criteria provided by the Client to the IoDSA in order to identify suitable NEDs from the Member database that fall within the applicable criteria as provided in the CV Search request form.
- 12.3.1.5 The IoDSA will match criteria against information provided by Members in their Member profile accounts and will forward a maximum of 10 (ten) IoDSA Member CVs matching such criteria to the Client. The information provided will highlight their demographic details skills, experience and qualifications. Please note no personal information (ie. Name , Surname and contact information) will be shared by the IoDSA unless authorised by the Member.
- 12.3.1.6 Should significantly more CV's meet the stated criteria, the Client will be contacted to further refine their search criteria.
- 12.3.1.7 The IoDSA will not be held responsible for the accuracy or validity of information provided by Member/Candidate in their Member profiles/CVs, The IoDSA will not conduct any form of screening of Member/Candidate on behalf of the Client.
- 12.3.1.8 The Client will thereafter advise in writing which Member/Candidate it would like to shortlist and received a full CV to potentially thereafter contact and meet with for further discussions.

- 12.3.1.9 The IoDSA will then contact the Member/Candidate for written consent to submit their full CV, personal details and contact information to the Client . The IoDSA will not at anytime before this juncture disclose any personal details and contact information of its Members without the direct consent from such Members. Thereafter the Member/Candidate and the Client will be required to correspond directly with each other and at which point the IoDSA will have fulfilled its obligations under this NED CV Search offering.
- 12.3.1.10 The IoDSA will not be held liable for any contracts and/or arrangements agreed to between the Client and Member/Candidate during or after this time in relation the NED CV Search service.
- 12.3.1.11 The Client's personal data will be collected and processed by the IoDSA solely for the purpose of offering this NED CV Search Service. The data collected may include, without limitation, Client name/company name, billing information, address, telephone, email address and other data obtained from the Client from time to time.
- 12.3.1.12 The IoDSA reserves the right to advertise the appointment of Members who have been appointed through it's NED CV Searches on it's various digital and print platforms

12.3.2 *IoDSA Members/Candidates*

- 12.3.2.1 In order for a Member to be included in the searchable Member database, he/she must upload a CV and provide an accurate and defined summary of their resùme in the applicable fields in their Member profile account.
- 12.3.2.2 By a Member uploading their CV, the Member agrees to these further specific terms of use and for the use of his/her personal information for the purposes of either conducting a NED CV Search or to identify whether the Member could be a potential candidate for a NED Vacancy available based on the advertising organisation's set criteria.
- 12.3.2.3 The IoDSA takes no responsibility for the accuracy or validity of information provided by organisations searching for candidates, nor will the IoDSA conduct any form of screening of organisations.
- 12.3.2.4 The effectiveness of the IoDSA search will depend on the accurate completion of fields in the Member CV summary. Please request assistance from the Membership Team should you require it.
- 12.3.2.5 Members who do not wish to have their Member CV accessible and considered in relation to the NED CV Search must elect not to upload their CV or must remove their CV from their Member profile account.

13 **CERTIFIED DIRECTOR DESIGNATION**

- 13.1 Applicants wishing to complete the Certified Director™ designation, are required to: first complete Part 1: Training and MCQs with DD Department; and thereafter apply for Part 2: Assessment with the Director Certification Department.
- 13.2 Applicants are referred to the [Certified Director Handbook](#) ("Cert.Dir. Handbook") available on the IoDSA website for detailed guidance on the application process, criteria, applicable terms and conditions, designation rules, maintenance and other aspects relating to the Certified Director Designation.

- 13.3 All payments relating to the training, Multiple Choice Questions (MCQs) and assessment are to be made in accordance with the rules as defined in the Cert.Dir. Handbook.
- 13.4 In order to maintain the Certified Director designation, the Applicant needs to comply with the designation requirements stated in the Cert. Dir. Handbook, which include maintaining a fully paid up IoDSA membership, CPD requirements and abiding by the Code of Conduct for Certified Directors.
- 13.5 Individuals who are found guilty of misconduct in terms of the Code of Conduct for Certified Directors may have their Certified Director designation revoked, as provided for in the Cert.Dir. Handbook.

14 CHARTERED DIRECTOR (SOUTH AFRICA) DESIGNATION.

- 14.1 To commence the process of becoming a Chartered Director SA[®] ("CD(SA)"), the initial registration, payment of registration fee and the signing of the declaration must be completed.
- 14.2 Applicants are referred to the [CD\(SA\) Handbook](#) available on the IoDSA website for detailed guidance on the application/registration process, criteria, applicable terms and conditions, designation rules, maintenance and other aspects relating to the CD(SA) Designation.
- 14.3 All payments relating to the application and assessment are to be made in accordance with the rules as defined in the CD(SA) Handbook.
- 14.4 In order to maintain the designation, the individual needs to comply with the requirements as stated in the CD(SA) Handbook which include fully paid up subscription paying IoDSA membership and directorship positions, CPD requirements and subscribing to the Code of Conduct for Chartered Directors (SA).
- 14.5 Individuals who are found guilty of misconduct under the Code of Conduct for Chartered Directors (SA) will have their CD(SA) designation revoked, as provided for in the CD(SA) Handbook.

15 PAYMENT TO SUPPLIERS AND CONTRACTORS

- 15.1 The IoDSA works on a maximum 30 (thirty) calendar day payment period from the date on which the invoice of account is received for all of its general suppliers and contractors. The IoDSA has two payment runs in a month, namely on the **15th and 25th** day of each month. In order for payment to be processed on such days, the invoice must be received at least 3 (three) business days before such date otherwise it will fall into the next payment batch and only once the services have been rendered in full.
- 15.2 This standard process is only altered by way of special agreement in writing with the IoDSA and such alteration is solely at the discretion of the IoDSA.

16 IoDSA SERVICE, EVENT & SUBSCRIPTION FEES AND METHODS OF PAYMENT

- 16.1 IoDSA Service, Event and Subscription Fees shall be invoiced in accordance with the specific Service invoicing terms as stated above.
- 16.2 All IoDSA invoices must be paid within the specific times frames stated in the various service offering clauses above or as provided in the service offering Service Agreement. Date of receipt shall be taken as 1 (one) business day after the date on which the invoice is e-mailed to the Member/Delegate/Client for payment.

- 16.3 Payment of specific IoDSA Service invoices may be made by way of the following methods as indicated below:
- 16.3.1 credit card via online IoDSA portal or at the IoDSA offices (for Products, Open DD Programmes or Events);
 - 16.3.2 Snapscan (for Products, Open DD Programmes or Events); or
 - 16.3.3 by electronic funds transfer (for all other Services);
 - 16.3.4 cash by prior arrangement only.
- 16.4 The Member/Delegate/Client is responsible to ensure the correct reference number as per the invoice is utilised when making payment.
- 16.5 In the event of a default of payment or a dishonoured cheque, the Client or Member will be liable for any bank charges raised against the IoDSA.

17 IODSA SERVICE FEE DISCOUNTS

- 17.1 IoDSA Services Fee discounts, sponsorship initiatives, free/pro-bono assistance and the like are provided solely at the discretion of the IoDSA. There is no obligation on the IoDSA to provide such discounted rates or initiatives and as such the IoDSA can amend, cancel or revoke any discounts advertised or offered to a Member/Delegate/Client at any time and for reason whatsoever.
- 17.2 The standard discounts offered for IoDSA Membership, Board Appraisal, Governance Advisory and Director Development Services shall only be provided to Member/Delegate/Clients that meet the eligibility criteria set out below at the time of procurement of such Services, as determined by the IoDSA based on documentary proof provided at the time.
- 17.3 IoDSA Membership Subscription Discount**
- 17.3.1 Applicants applying for IoDSA Membership may qualify for discounts if they fall within one of the following membership categories:
- 17.3.1.1 Future Leader Member (i.e. An individual who meets the eligibility criteria for this membership category);
 - 17.3.1.2 Non-Profit Organisations (“NPO”) Member (i.e.a governing body member appointed on the board of a NPO);
 - 17.3.1.3 Professional Body organisation member (i.e. a Applicant who is a member of an professional body organisation which the IoDSA has a collaboration with);
 - 17.3.1.4 Corporate Membership (i.e. where a organisation has an IoDSA membership for its entire board. The discount will depend on the quantity of directors sitting on the board.)
- 17.3.2 The following documentary proof will be required from the Applicant in order to receive the discount:
- 17.3.2.1 In relation to Clause 17.3.1.2 above, a letter from the NPO confirming the Applicant has been appointed as a director of its board or is an employee, plus NPO status confirmation for the NPO specifically as per Clause 17.5.5 below.
 - 17.3.2.2 In relation to Clause 17.3.1.3 above, proof of the Applicants current active membership the Professional Body organisation at the time of the request for discount.

17.4 IoDSA Members Discount on other services

17.4.1 Organisations with an a fully paid up IoDSA Corporate Membership qualify for a 15% (fifteen percent) discount of the total Services Fee for the following IoDSA Service Offerings:

- 17.4.1.1 Board Appraisal Services
- 17.4.1.2 Governance Advisory Services
- 17.4.1.3 In-House Director Development Services

17.4.2 Individual IoDSA Members may qualify for a discounted rate for Open DD programme depending on their type of membership as advertised.

17.5 IoDSA NPO Discount

17.5.1 NPOs may qualify for up to a 20% (twenty percent) discount of the total Service Fee if they provide adequate proof of NPO status, they provide a requisite motivation letter, and they provide their latest annual financial statements. On consideration of all of the above, the IoDSA may approve allocating such discount for the following IoDSA Services:

- 17.5.1.1 Board Appraisal Services
- 17.5.1.2 Governance Advisory Services
- 17.5.1.3 In-House Director Development Services

17.5.2 The requisite motivation letter should contain a motivation for the basis on which a discount should be considered.

17.5.3 An NPO with an IoDSA Board membership – will either receive the NPO discount (if suitably motivated and awarded) or the Board membership discount, whichever is the greater percentage.

17.5.4 For purposes of this discount, only organisations which fall within the definition of a Non Profit Organisation in terms of the Non-Profit Organisations Act No. 71 of 1997 (as amended from time to time) will be eligible for consideration of the NPO Discount.

17.5.5 In order to qualify for the NPO Discount, the Applicant must provide adequate proof of its NPO status. The following documentation will be accepted as adequate proof:

- 17.5.5.1 a copy of the NPO Certificate of Registration issued by the Directorate for Nonprofit Organisations; or
- 17.5.5.2 a copy of the Company Registration Certification issued by the Companies and Intellectual Property Commission (CIPC); or
- 17.5.5.3 a copy of the Public Benefit Organisation Approval/Registration Certificate with unique PBO reference number issued by the South African Revenue Services (SARS); or
- 17.5.5.4 a copy of the Registered Trust Deed a showing the establishment of the Trust for a non-profit objective/purpose/activity; or
- 17.5.5.5 a copy the Association's Constitution showing the establishment of the Association for a common non-profit objective/purpose/activity.

18 LIABILITIES

18.1 The IoDSA will in no way be held liable for any direct, indirect, incidental, special or consequential loss or damages which might arise in respect of any matters between the IoDSA and the Client.

- 18.2 Delegates attending all IoDSA Director Development Programmes or Events (whether at the IoDSA premises or elsewhere) do so at their own risk. The IoDSA will not be held liable for any damages, injury and/or any other prejudice to the Client for any reason whatsoever when attending Director Development programmes or Events or any other meetings at the IoDSA premises.
- 18.3 Any specific Service limitation of liability clause found in a specific Service Agreement will apply in addition to the above.

19 CONFIDENTIALITY AND DATA PROTECTION

- 19.1 IoDSA will ensure confidentiality of all Client information provided to it. "Confidential Information" shall mean information of any kind (whether commercial, technical, financial, personal or otherwise, in whatever form and by whomsoever recorded) which is confidential to the Client. The IoDSA agrees and undertakes to hold in strict confidence the Confidential Information shared indefinitely.
- 19.2 For the duration of this relationship and in addition to the Parties obligations provided elsewhere, the IoDSA undertakes to comply with the requirements of the Protection of Personal Information Act 4 of 2013 with regards to any or all personal information provided to the IoDSA or obtained by the IoDSA through the relationship with the Client.
- 19.3 For further detail on the IoDSA's collection and use of personal information, the Client is referred to the IoDSA Privacy Policy and PAIA Manual accessible via the IoDSA website.

20 IODSA COMMUNICATIONS

By accepting these Standard T&C's and providing the IoDSA with your contact details for the provision of an IoDSA Service, the Client shall receive electronic communications from the IoDSA in respect to IoDSA Products and Services, including marketing communications for upcoming Director Development programmes and Events. IoDSA subscription paying Members as part of their membership benefit shall receive additional exclusive communications such as governance alerts and the like. The Client may unsubscribe to such electronic communications at any point in time thereafter, however the Client should note that this will mean they will not receive any communications from the IoDSA via this method thereafter..

21 INTELLECTUAL PROPERTY RIGHTS

- 21.1 All of the IoDSA intellectual property, including (without limitation) any presentations, reports, codes, advices, surveys/questionnaires, thought leadership papers, agreements, policies, magazines, articles, opinions, graphics, images, illustrations, designs, photographs, video clips, sound clips, trade names, logos, trademarks and service marks are protected by law, including but not limited to copyright and trade mark law, and are the property of the IoDSA.
- 21.2 Any unauthorised modification, copying, reproducing, republishing, uploading to third parties, transmitting, distributing or using of the aforesaid materials is strictly prohibited and will be protected in accordance with the law.
- 21.3 The IoDSA has a [King IV IP Policy](#) in relation to referencing and use of the King IV Report on Corporate Governance™ for South Africa 2016 and same is available on the IoDSA website. All users are required to refer to and comply with the requirements of this IP Policy in order to not infringe the IoDSA Intellectual Property rights in the King IV Report. By accepting these Standard T&Cs, you agree to comply with the IoDSA's IP Policy provisions and in relation to all King Reports issues and owned by the IoDSA.

22 COMPLAINTS

- 22.1 If the Client is unhappy or dissatisfied with any of the Services performed by the IoDSA, the Client has 10 (ten) business days after receipt of such Services to notify the IoDSA in writing of such grievance either via the IoDSA online complaints link or directly to the applicable Manager, Senior Manager or Executive of the relevant Service department. Any complaint sent thereafter will be addressed at the IoDSA sole discretion.
- 22.2 This complaints notification should include a detail description of the issues, challenges and grievance encountered by the Client together with any supporting or evidentiary documents in order for the IoDSA to investigate and provide an appropriate response and course of action.
- 22.3 Dependant on the nature of the complaint, the IoDSA undertakes to confirm with the Client that it has received the complaint and will advise them of what steps need to be taken in order to address the complaint.
- 22.4 If the complaint is due to matters beyond the control of the IoDSA, the IoDSA cannot be held liable or accountable.
- 22.5 Disputes/complaints in relation to provision of IoDSA Services will be dealt with in accordance with these Standard T&Cs, the signed Service Agreement or applicable agreement, or other terms and conditions specifically agreed to between the Parties in writing
- 22.6 If an individual or a Member has a complaint against an IoDSA Member, they are required to follow the process provided for in the [IoDSA Member Complaint Policy](#) which is available on the IoDSA website.

23 DISPUTES

- 23.1 A dispute concerning these Standard T&Cs exists once a Party notifies the others in writing of the nature of the dispute and requires it to be resolved under this Clause.
- 23.2 Within 10 (ten) business days of notification, the Parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the Parties to negotiate and resolve it by the Parties signing an agreement resolving it within 15 (fifteen) business days.
- 23.3 If negotiation fails, the Parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").
- 23.4 If mediation fails, the Parties must refer the dispute within 15 (fifteen) business days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the Parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA. If the Parties cannot agree on any arbitrator within a period of 10 (ten) business days after the referral, the arbitrator will be appointed by the Secretariat of the AFSA.
- 23.5 The periods for negotiation or mediation may be shortened or lengthened by written agreement between the Parties.
- 23.6 This Clause will not preclude any Party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of the dispute resolution process, for which purpose the Parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

23.7 This Clause is a separate, divisible agreement from the rest of these Standard T&Cs and must remain in effect even if the Member terminates his/her membership or the specific Service Agreement or applicable agreement terminate is nullified or cancelled for any reason or cause.

24 WAIVER

No variation, addition, deletion or cancellation to these Standard T&Cs, and no waiver of any right under these Standard T&Cs, will be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

25 GENERAL PROVISIONS

25.1 The Parties choose as their respective *domicillia et citandi* for service of all notices, processes and documents and for all other purposes the following addresses:

IoDSA

144 Katherine Street, Grayston Ridge Office Park, Block B, 1st Floor, Sandton. Johannesburg.
Attention: Angela Cherrington (CEO)

Client

Details as provided to the IoDSA by the Client and as captured in the applicable Service Agreement or Member profile or invoice.

25.2 In the event of the IoDSA having to institute any legal proceeding against the Client in order to enforce the IoDSA's rights as contained herein, the Client agrees to be liable for all costs incurred by the IoDSA, inclusive of legal costs of an attorney and client scale and tracing costs and interest thereon.

25.3 These Standard T&Cs constitute a legal agreement and is binding on the Parties.

25.4 If any one or more of the provisions of these Standard T&Cs should be held to be invalid or unenforceable, the validity and enforceability of all the other provisions of these terms and conditions will not be affected thereby and shall continue in full force and affect.

25.5 The Client hereby gives his/her consent for a credit check, if so elected by the IoDSA, to be done with regards to the Client. If the Client defaults on payment, the IoDSA can make this information available to the Credit Bureau, the industry and affiliated businesses.

25.6 These Standard T&Cs will be governed by, and construed in all respects in accordance with the laws of the Republic of South Africa, and subject to the exclusive jurisdiction of the South African courts.

25.7 For the purposes of this Standard T&Cs:

Client is not gender specific and refers to all genders alike, inclusive of juristic persons.

Headings are not to be read into the relevant clauses and are merely there for accessibility purposes for the Parties.

Client shall mean any individual, juristic person, organisation, body or institution or third party doing business with the IoDSA.

Business Days shall mean any day other than a Saturday, Sunday or a public holiday in the Republic of South Africa.

Written notification must be done via electronic email or hand delivered. Email notifications will be recognised as being received 1 (one) business day following the date upon which the email notification is sent to the Client, unless otherwise expressly agreed in a specific Service Agreement or other written agreement.