

CERTIFICATION TERMS AND CONDITIONS

- 1** These Terms and Conditions set out the terms and conditions upon which the IoDSA provides its Certification services to the public and members.
- 2** The IoDSA business hours are Monday to Friday, from 09h00 to 16h00. IoDSA offices do not operate on weekends and public holidays. All services shall be conducted within these parameters and 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** The provision of any IoDSA service will be subject to either accepting the applicable terms and conditions online or signing a specific service agreement/form in line with the specific scope of work to be provided. Service will only commence once the IoDSA is in receipt of an online acceptance or a signed Service Agreement and when all applicable payment terms have been met.
- 4** IoDSA services are provided free from any undertaking or warranty of use except for the intended purpose.
- 5** The IoDSA's official business means of communication with Clients is in writing via email. IoDSA employees cannot action requests which are made verbally and/or via WhatsApp unless email instructions have been received or confirmed based on such discussions
- 6** Any enquiries on Certification and Designations can be made to the Certification department via certification@iodsa.co.za
- 7** Only fully subscribed, individual members may apply to obtain either the Certified Director® or Chartered Director SA® designation. Future Leader members do not qualify for designations.
- 8** Certification (designations) is governed by the Certification Policy, Examination Policy, CPD Policy, Appeal Policy, Member Code of Professional Conduct, Disciplinary Regulations and Member Regulations.
- 9** Applying for a designation does not qualify the applicant to use the designation credentials. Only once a person has been officially awarded the designation, may they use the designation or post nominal as approved.
- 10** Applicants wishing to attain the Certified Director® designation, must be IoDSA members in good standing and are required to:
 - 10.1** Successfully complete Part 1: Training and Multiple Choice Questions (MCQs); and
 - 10.2** thereafter apply for and successfully complete the Part 2: Assessment with the Director Certification Department as well as;
 - 10.3** ensure that all payments or purchase orders relating to the training and assessment are provided prior to the specific programme and/or activity.
 - 10.4** Training programmes included in Part 1 are only valid for 36 (thirty-six) months from the date of the programme. If any programmes attended falls outside of the 36 (thirty-six) month limitation at the date of applying for Part 2, the candidate will have to book for and attend the relevant programme and successfully complete the associated Multiple Choice Questions before applying for Part 2.
- 11** Applicants wishing to attain the Chartered Director SA® (CDSA®) designation, must be an IoDSA member in good standing and are required to:
 - 11.1** Complete the online application, provide required supportive documentation and pay the required assessment fee for Phase one.
 - 11.2** Only when an applicant has successfully completed one phase, will they be allowed to move to the next phase. Payment or purchase orders for the applicable service fees must be provided before outcomes are communicated or before an applicant will be allowed into the next phase.
 - 11.3** CDSA® applicants are required to complete the full assessment process within 36 (thirty-six) months from the date of successful registration.
- 12** Certification is only awarded on successful completion of all relevant assessment phases and the settlement of the applicable fees.
- 13** Payment or purchase orders must be provided for all invoices raised in relation to various Certification services and/or assessments within the prescribed timeframe before any assessments are undertaken. In the event where an invoice is not settled or a purchase order is not provided within these timeframes, the IoDSA will cancel the service and the invoice will be credit-noted. Payments on purchase order must be settled no later than 30 days after the date of service is rendered.
- 14** Completion of the various assessment processes alone is not a guarantee that the candidate will be awarded the designation. Based on the IoDSA Delegation of Authority, various IoDSA Governance Structures oversee and approve the awarding of designations.
- 15** Applicants are referred to the certification-related policies and the Certified Director® Handbook or Chartered Director SA® Handbook available on the IoDSA website for detailed guidance on the application and assessment process, schedule of fees, criteria, relevant terms and conditions, designation rules, maintenance and other aspects relating to the specific designation.
- 16** Certification related 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 and cannot be deferred to the next event.

17 In order to maintain a designation, the applicant needs to comply with the designation requirements stated in the relevant CertDir® or CDSA® Handbook and certification-related policies, which includes maintaining a fully paid-up IoDSA membership, compliance with CPD (continuous professional development) requirements and abiding by the IoDSA Member Code of Professional Conduct.

18 Individuals who are found guilty of misconduct in terms of the IoDSA Member Code of Professional Conduct may have their designation revoked, as provided for in the Certification Policy and IoDSA Disciplinary Regulations.

19 General terms and conditions

- a. Any and all IoDSA Services fee discounts, sponsorship initiatives, free/pro-bono assistance and the like are provided solely at the discretion of the IoDSA to Members/Delegates/Clients that meet the eligibility criteria as determined by the IoDSA from time to time. 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 any reason whatsoever. The IoDSA reserves the right to request relevant documentary proof where applicable.
- b. The IoDSA shall 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, Members or other persons doing business with the IoDSA. All persons attending at the IoDSA office do so at their own risk.
- c. The IoDSA shall ensure confidentiality of information provided to it and agrees to hold it in strict confidence.
- d. The IoDSA undertakes to comply with the requirements of the Protection of Personal Information Act 4 of 2013 with regards to any personal information provided to the IoDSA or obtained by the IoDSA through the relationship with the Client, Member or persons. For further detail on the IoDSA's collection and use of personal information, the IoDSA [Privacy Policy](#) and PAIA Manual are accessible via the IoDSA website.
- e. All of the IoDSA intellectual property is protected by law and is to be dealt with in accordance with our [Intellectual Property Policy](#).
- f. If you are unhappy or dissatisfied with any of the Services performed by the IoDSA, you have 5 (five) 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 Director of the relevant service department.
- g. If an individual or a Member has a complaint against another IoDSA Member, they are required to follow due process as provided for in the [IoDSA Disciplinary Regulations](#).
- h. In the event of a dispute concerning the Service, that has been declared and notified in writing to the IoDSA, the Parties should first attempt to negotiate and resolve the dispute within an agreed timeframe. Should the dispute remain unresolved the Parties must refer the dispute for resolution by mediation or possible arbitration under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").

- i. The above clause shall not preclude any Party from approaching the Courts of South Africa for appropriate relief in the interim.
- j. These terms and conditions constitutes the whole record of the agreement between the Parties with regard to the subject matter hereof.
- k. No variation, addition, deletion or cancellation to these terms and conditions document, and no waiver of any right provided herein, shall be of any force or effect unless agreed to writing between the Parties.
- l. This document constitutes a legal agreement between the Parties and is accordingly binding on the Parties and is governed in accordance with the laws in the Republic of South Africa
- m. Any written notification must be received by the IoDSA via electronic email or hand delivery. Email notifications will be recognised as being received 1 (one) business day following the date upon which the email notification was sent to the Client, Member or persons, unless otherwise expressly agreed in writing.
- n. The IoDSA chosen domicilia et citandi for service of any formal processes or written notices is its registered address. The Client, Member or persons chosen domicilia et citandi for service of any formal processes or written notices is its invoiced address.
- o. Each clause in these terms and conditions is severable from all the others. If any clause is found by a court to be defective or unenforceable or invalid for any reason whatsoever, the remaining clauses shall continue to be of full force and effect.
- p. Client, Member or persons is not gender specific and refers to all genders alike and shall mean any individual, juristic person, organisation, body or institution or third party doing business with the IoDSA.
- q. Business Days shall mean any day other than a Saturday, Sunday or a public holiday in the Republic of South Africa.