

INDIVIDUAL DIRECTOR DEVELOPMENT (IDD) TERMS AND CONDITIONS

1. These Terms and Conditions set out the terms and conditions upon which the IoDSA provides its Individual Director Development (IDD) programmes 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 IDD programmes shall be conducted within these parameters and any programmes 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 IDD programmes will be subject to accepting the applicable terms and conditions online. IDD programme confirmations will only commence once the IoDSA is in receipt of an online acceptance of our T&Cs, issuing of an invoice from the IoDSA (IDD Programme Fee) and full payment and/or purchase order for the relevant IDD programme are received.
4. IoDSA IDD programmes 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/Delegates 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 IDD programmes can be made to the IDD department via training@iodsa.co.za
7. All bookings for IDD programmes hosted by the IoDSA must be done by completing and submitting the online registration/booking form for that specific programme via the [IoDSA website](https://www.iodsa.co.za/) (<https://www.iodsa.co.za/>).
8. In order to proceed to make a booking online, the Delegate will be required to login into his/her existing IoDSA Member or IoDSA Event Attendee user account. Delegates should ensure not to create duplicate profiles as it may result in potential discounts not being applied.
9. If the Delegate is not a subscription paying Member, he/she will be required to create an IoDSA [Event Attendee](#) user account when registering for an IDD programme for the first time, this account can then be used for all future training and events' bookings by the Delegate.
10. The IoDSA user 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.
11. By creating an IoDSA [Event Attendee](#) user profile account, the Delegate agrees to receive IoDSA Communication around IoDSA services, events, programmes 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 the IoDSA's Privacy Policy.
12. Bookings must be made on the profile of the relevant Delegate attending the specific programme. Under no circumstances is an individual allowed to book under another person's profile not belonging to him/her. In the event that a person is registered under another person's profile, such registration will be null and void and will be cancelled by the IoDSA and the Delegate will have to rebook on his/her profile.
13. Upon submission of the online booking form and online acceptance of these terms and conditions, an IDD Programme Fee 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.
14. In the event that a Delegate who is a Member has booked a programme on a Member fee and his/her membership has been suspended for non-payment of the Membership fees, the Member will not be eligible to receive the discounted rate unless all membership fees are settled in full.
15. A booking does not guarantee right to entry to the IDD programme until the IDD Programme fee has been paid in full (or a purchase order has been submitted to the IoDSA guaranteeing payment within 30 (thirty) days of attendance). It remains the responsibility of the Delegate to ensure that payment is successful, regardless of method of payment used, and to ensure correct invoice reference details are used. Once the IDD Programme fee has been paid in full or a purchase order submitted prior to the IDD Programme, a booking confirmation will be sent to the Delegate. If a Delegate does not attend the programme, or does not honour the purchase order, the company/Delegate is still liable for the IDD Programme Fee, which is not refundable. .
16. In the event of a booking being done within 10 (ten) business days of the scheduled IDD programme, the Programme fee must be paid, or a purchase order issued, within 24 (twenty-four) hours of the booking request and proof thereof submitted to training@iodsa.co.za in order for the booking to be confirmed. . If a Delegate does not attend the programme, or does not honour the purchase order, the company/Delegate is still liable for the IDD Programme Fee, which is not refundable.
17. IDD programmes booked 30 days or more in advance requires payment within 30 days of the date booked. Failure to pay the IDD Programme Fee within the prescribed timeframe, will result in

the booking being cancelled. The Delegate will be notified of the cancellation. All payments must be made within 10 (ten) calendar days prior to the programme commencement date.

18. The IDD Programme 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 (rendering the Delegate unable to book for any training programmes/events, etc), in the event of the account being overdue.
19. In the event where the Delegate's employer/company pays the fees, it remains the responsibility of the Delegate to ensure that they follow their company's internal processes and procedure when booking for any IoDSA IDD programmes. If the company fail to pay any IDD programme fees due to their internal processes and procedures not being followed, the Delegate will be liable for the payment.
20. If the IoDSA programmes have Multiple Choice Questions (MCQs), Delegates will only receive access to the MCQs on full payment of the IDD Programme Fee.
21. A Delegate may cancel or postpone attending a booked IDD programme to a future scheduled IDD programme date subject to the following conditions:
 - a. 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 IDD programme.
 - b. 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 IDD programme date. Refunds will not be made under any circumstances.
 - c. In the event that a Delegate does not arrive for the IDD programme and no written cancellation or postponement has been received by the IoDSA, before or on the IDD programme delivery date, the full IDD Programme Fee will be forfeited and will not be credited nor 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 IDD programme.
 - d. Postponements done less than 10 days prior to the training programme:
 - a. The Delegate may provide written reasons to the IoDSA for his/her request for postponement and the IoDSA may at its sole discretion elect whether the

Delegate may reschedule/postpone the IDD programme. Consideration will only be given to urgent personal or business related matters that can be substantiated.

- b. Postponements done less than 10 business days prior to the training programme dates, will incur a postponement fee.
- c. Postponements will only be allowed once per programme booked. If a Delegate is unable to attend on the date for which he/she postponed the booking to, the programme fee and/or postponement fee will be forfeited and the Delegate will not be able to postpone the programme again.
- d. Postponement request received after the commencement of the training programme will not be considered; and the delegate will forfeit the programme fee paid.
- e. The following postponement fees (excluding VAT) will apply for postponements less than 10 business days prior to the programme:
 - i A full day programme: R1,000.00
 - ii A snap shot programme: R200.00
 - iii All other programmes: R700.00
 - iv Being a Director package deal or JSE AltX Induction: R1,000.00 per day postponed.
- f. If the Delegate is booked with a purchase order, the Delegate is obligated to provide the IoDSA with a purchase order for the postponement fee, prior to postponing the programme. If the Delegate is unable to provide a purchase order for the postponement fee, the Delegate will forfeit the programme fee already paid and will not be able to postpone his/her booking.
- g. Postponements of programmes are only allowed within the specific calendar year in which the programme was originally booked and cannot be postponed/transferred to another calendar year.
22. If the Delegate is unable to attend an IDD programme for any medical reason whatsoever, the Delegate will not forfeit the IDD programme fee already paid upon proof of a medical certificate. The IoDSA will thereafter arrange an alternative IDD programme for the Delegate to attend based on IDD programme availability.
23. A Delegate may send a replacement if he/she cannot attend an IDD programme, subject to IoDSA being notified of such replacement at least 24 (twenty-four) hours prior to the scheduled IDD

- programme and subject to the replacement being bound by these terms and conditions. Such request for replacement is only valid and in effect upon written acknowledgement and confirmation of replacement from the IoDSA. Where a replacement Delegate does not hold the same membership type as the replaced Delegate, an additional fee may be applicable and it is the responsibility of the Delegate to ensure that their company issues an updated purchase order to the IoDSA a minimum of 3 days prior to the IDD programme commencement date, should the replacement be from the same company. If a Delegate does not attend the programme, or does not honour the purchase order, the company/Delegate is still liable for the IDD Programme Fee, which is not refundable.
24. 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 terms and conditions, including any outstanding IDD programme fee(s) due to the IoDSA.
 25. 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 IDD Programme fee will be refunded or may be used for an alternative programme chosen by the Delegate if the programme is cancelled by the IoDSA.
 26. All course materials provided for the duration of the IoDSA programme are the intellectual property and copyright of the IoDSA and or 3rd Party specified, and are provided for the sole use of the Delegate attending the IoDSA programme. Reproduction, distribution or modification of the course material or parts thereof is strictly prohibited.
 27. A Certificate of Attendance will be provided to the Delegate after attending sufficient hours of an IDD 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. Such a request will not be considered if more than 3 (three) years after the programme date. Attendance certificates issued after February 2020, are available on the Delegate's profile.
 28. The IoDSA reserves the right to refuse admission and/or to remove a Delegate from any IDD programme. This may be done at the sole discretion of the IoDSA if the IoDSA has not 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, the IoDSA and provider of the venue/online platform and must remain respectful of other individuals and facilitators at all times for the duration of the IDD programme.
- 29. Being a Director Package terms**
- The following specific terms shall apply to the "Being a Director™ Package Deal":
- a. The package deal is a 4 (four) day programme consisting of the Being a Director™ Parts 1 to 4 programmes.
 - b. The 4 (four) dates allocated for the package deal are non-negotiable, unalterable and may not be substituted for alternative dates.
 - c. 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. Where a replacement Delegate does not hold the same membership type as the replaced Delegate, an additional fee may be applicable and it is the responsibility of the Delegate to pay the difference or ensure that their company issues an updated purchase order to the IoDSA. . If a Delegate does not attend the programme, or does not honour the purchase order, the company/Delegate is still liable for the IDD Programme Fee, which is not refundable.
 - d. 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 or postponement is only valid and in effect upon the written acknowledgement and confirmation of cancellation/postponement from the IoDSA. In which instance, any invoices paid to date will be credited to the Delegate for attendance for another IDD programme.
 - e. In the event that a Delegate is unable to attend any of the 4 (four) dates, such Delegate must request, in writing, for a postponement 10 (ten) business day prior to the programme date. If a request is made less than 10 (ten) business days prior to the programme commencement date, the request for postponement will be at the discretion of the IoDSA and a postponement fee may apply.
30. It is the responsibility of the Delegate to ensure that any required written notices are received by the IoDSA within the stipulated timeframes.

31. 'ESG Masterclasses' - and 'Women on Boards – Foundation programme©' programme terms and conditions

- a. Due to the nature of these programmes, postponements are not possible and delegates will forfeit the programme fee if they are unable to attend any/all of the dates. The dates are not transferrable.

32. **General terms and conditions**

- a. Any and all IoDSA IDD Programme 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 may 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 Executive 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 interim relief.
- j. These terms and conditions constitute 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. . 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 *domicillia et citandi* for service of any formal processes or written notices is its registered address. The Client, Member or persons chosen *domicillia 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. Headings are not to be read into the relevant clauses and are merely there

for accessibility purposes for the Parties.

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