

# emergence

HUMAN CAPITAL

CONSULTING

REWARD

SURVEYS

OUTSOURCING

HR TECHNOLOGY

LEARNING ACADEMY

COACHING

## Emergence Growth (Pty) Ltd TERMS & CONDITIONS

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**Strictly Confidential**

Copyright and all other intellectual property contained herein rests with Emergence. The information contained in this document may not be reproduced in either whole or part without prior written consent of Emergence. The information contained in this document may be only used for purposes of evaluating the technical proposal contained herein and may not be communicated to any person for any other purpose without the prior written consent of Emergence.

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Emergence will refer to Emergence Growth (Pty) Ltd and all subsidiaries.

## **1. Consulting Services**

Emergence will provide consulting services to the client relating to Human Resources & related work. The specific nature of the services to be provided by Emergence will be as specified in the proposal / tender. If the Client wishes Emergence and any subsidiaries to perform any services other than those specified in the Proposal or to provide further or other products/services, Emergence will quote the client separately for the provision of those Services/Products.

Unless otherwise agreed in writing by both parties, the terms of this agreement will commence upon the date the clients valid purchase order/signed acceptance of the proposal/services is received by Emergence or any subsidiaries.

## **2. Reporting, Meetings and Training**

- ▶ If the client/s employee cancels attendance to a meeting that has been pre-arranged within 24 hours, Emergence are entitled to charge a cancellation fee equal to the time set for such meeting.
- ▶ If a client cancels attendance to a set training day/programme that has been pre-arranged within 48 hours, Emergence and any subsidiaries are entitled to charge a cancellation fee of 100%.
- ▶ If a client cancels attendance to a set training day/programme that has been pre-arranged 48 hours or more prior to the scheduled date for such training, Emergence are entitled to charge a cancellation fee of 50%.

## **3. Consulting Rates, and Other Expenses**

Emergence will provide services to the client and will be entitled to charge the client for such services at the rates specified in the proposal/tender.

Emergence shall be entitled to provide some services remotely from its own premises and will/may not always be required to attend the client's premises. This does not include transport or accommodation expenses where the client's premises are located within the subsidiaries home country and region.

## **4. Confidentiality**

Emergence will not disclose to any third party, any information imparted to or obtained by it during or in connection with the fulfilment of this agreement / contracted project / data which is confidential.

This obligation of confidence will cease to apply in relation to information that Emergence and any subsidiaries is required to disclose by any law, or which becomes part of the public domain.

## **5. Intellectual Property**

Unless otherwise agreed in writing by Emergence and all subsidiaries, the copyright and all other rights relating to any products or documentation, provided to the client/student by or on behalf of Emergence will remain the property of Emergence or where applicable its licensees.

Upon payment in full for the services provided by or on behalf of Emergence and any subsidiaries pursuant to this agreement, Emergence grants the client a non-exclusive and non-transferable license to use the Intellectual Property for the client's own business purposes, subject to the period shared in the proposal where applicable.

- ▶ The client/student shall not de-compile, disassemble, decrypt, extract or otherwise reverse engineer Emergence and any subsidiaries products or services without prior written consent.
- ▶ The client/student must hold any documentation/materials provided by Emergence and any subsidiaries confidential.
- ▶ The client/student must not disclose any material to any third party without Emergence's prior written consent.
- ▶ The Client must also take all reasonable steps within its power to protect the Intellectual Property of Emergence and any subsidiaries.

## **6. Data Protection – Privacy of Personal & Organisational Data**

Emergence cares about and is committed to the privacy & security of information shared with us. As part of our operations, we need to obtain and process information that may include sensitive information related to employees or data regarding business operations. This information may include data such as employee numbers, names, remuneration data, financial data etc. Our company collects this information in a transparent way and only with the full cooperation and knowledge of interested parties. Once this data is available to us, the following rules apply.

Data will be:

- ▶ Reasonably protected against any unauthorized or illegal access by internal or external parties;
- ▶ Processed by the company within its legal and moral boundaries;
- ▶ Collected fairly and for lawful purposes only; and
- ▶ Accurate and kept up-to-date.

Data will not be:

- ▶ Distributed to any party other than the ones agreed upon by the data's owner (exempting legitimate requests from law enforcement authorities).
- ▶ Stored for more than the required amount of time.
- ▶ Transferred to organisations or countries that do not have adequate data protection policies; and
- ▶ Communicated informally.

For more detailed information, please read our official Data Protection & Privacy Notice on our website.

In response to Covid-19, Emergence will implement the following mitigation measures where possible:

- ▶ Reduce travel, particularly over provincial borders and internationally;
- ▶ Implement infection control measures at our premises and follow work-place procedures prescribed by Government in all dealings with any organisation.
- ▶ Permit and encourage remote working;
- ▶ Conduct meetings and/or presentations via Skype, Zoom, Microsoft Teams etc., where possible.

## **7. Assistance and Facilities**

The client will provide Emergence and any subsidiaries with all reasonable assistance and facilities free of charge (including without limitation of the means of access and the other Items referred to in the Proposal, office facilities, and liaison with the necessary officers and employees of the client) in order to permit Emergence and any subsidiaries to efficiently provide the services/products.

## **8. Proposal Non-exclusive**

The client acknowledges that Emergence and any subsidiaries is providing services to the client on a non-exclusive basis and that Emergence may provide services of the same or a similar nature to any other party.

## **9. Payments - Clients**

Emergence is entitled to invoice the client on an interim basis at least monthly for progress payments for any services performed or products supplied during the previous month (or during any earlier period which has not previously been invoiced) together with such expenses as the client is required to reimburse Emergence and any subsidiaries. Such invoices shall contain information and detail as the client may reasonably require.

A project initiation fees of 25% of the value of projects may be charged, where the value of the proposal is over R200, 000 or equivalent.

All invoices rendered by Emergence and any subsidiaries are payable within fourteen (14) days from the date of invoice.

The client agrees to pay Emergence, as per invoice in full within this time period.

If the client fails to pay any invoice by the due date for payment, Emergence reserves the right to charge interest on the outstanding amount at the prevailing prime interest rate.

## **10. Payments - Independent Student**

### Payment of fees

- ▶ Payment of fees must be paid in full by a student before the course / programme commences.
- ▶ If a student fails to pay any invoice by the due date for payment, Emergence reserves the right to charge interest on the outstanding amount at the prevailing prime interest rate.

### Refund of fee

- ▶ A student will qualify for a refund only if the student cancels attendance of the course in writing, at least 20 business days before commencement of the course, subject to deduction of a cancellation fee of 10% of the full course fee.
- ▶ If a student cancels less than 15 business days prior to the course, the student will be liable for payment in full unless the reason for cancellation is on one of the following grounds:
  - ▶ Death of a close family member (death certificate should be submitted).
  - ▶ Severe medical condition which results in the student no longer being able to continue with the Course (medical certificate should be submitted).
- ▶ If a student cancels on the grounds mentioned above, the student will still be held liable for the cost of all material received.
- ▶ All refunds must be claimed in writing not more than 15 business days after cancellation.
- ▶ Failure to claim a refund within 15 business days from cancellation will result in forfeiture of the refund.

### Rescheduling of the course

- ▶ Rescheduling of the course will be allowed only on a one-time basis.
- ▶ Written application to reschedule must be made at least 30 business days prior to commencement of the course.
- ▶ Should a student wish to reschedule, the course must be attended within 12 months of the original course date.

- ▶ Failure to attend the rescheduled course within 12 months of the original course will result in forfeiture of the full course fee.

#### Duplicate certificates

- ▶ Should a student lose a certificate and request a replacement, the cost is R100 (VAT Inclusive) for a duplicate certificate.
- ▶ NB: The duplicate certificate will be ready three weeks after completion of the course-taking place at the time you request the certificate.

## **11. Termination**

The proposal/tender may be terminated by either party by giving the other party thirty (30) days' notice in writing to that effect.

## **12. General**

Any notice required or contemplated by this agreement shall be deemed to have been duly given if it is in writing, properly addressed and delivered personally or mailed by registered or certified mail or electronic mail to the client or Emergence and any subsidiaries at the address set out in the proposal or this agreement or such other address nominated by a party in writing.

Emergence will not be liable to the client or to any third party for any non-performance or delay in the performance of its obligations under this agreement, if events or conditions beyond its reasonable control cause the non-performance or delay and Emergence and any subsidiaries gives the client/student prompt notice thereof.

In no event will this provision affect client/student's obligation to make payments to Emergence and any subsidiaries under this agreement except in respect of services that are unable to be performed by Emergence and any subsidiaries, until they can be performed.

Should Emergence and any subsidiaries issue draft documents for final changes and approval it has the right under this agreement to the following:

- ▶ From the date that draft documents are issued, the client has 30 days to submit any revisions required.
- ▶ Should the client fail to do so, final documents will be issued and invoiced accordingly

Emergence may license or subcontract all or any part of its rights and obligations without the client's consent.



This agreement shall be governed by and must be construed in accordance with the laws of the South Africa and the client irrevocably submits to the non-exclusive jurisdiction of the courts of that country. Only an Emergence director may approve proposal / service offering costing thereof and amendments thereto.

### **13. Acceptance**

Upon acceptance of this agreement by the client/student the terms and conditions contained therein are irrevocable and can only be amended once mutually agreed.

### **14. Conclusion**

Should you have any queries or would like to discuss any aspect of these terms & conditions, please do not hesitate to contact us.

***Submitted on behalf of Emergence Human Capital by:***



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