

## STANDARD TERMS AND CONDITIONS

### 1. WEBSITE

- 1.1 The use of this website together with the content contained therein is provided as is, and although SMIT Compliance Specialists (Registration Number 2015/285065/07) endeavors to provide accurate information, although we cannot provide any guarantees in this regard.
- 1.2 By accessing any of the links to the SMIT Compliance Specialists website you agree to use the website for the purpose created and not abuse any of SMIT Compliance Specialists' rights in terms of intellectual property infringements.

### 2. QUOTATIONS

- 2.1 As a standard, all quotes are valid for 14 calendar days, unless expressly stated otherwise on the official quote.
- 2.2 All quotes are calculated on the estimate time for completion. The final amount invoiced, may therefore differ, based on the actual time spent to complete the work.
- 2.3 No work will commence until the deposit has been paid to SMIT Compliance Specialists.

### 3. INVOICES

- 3.1 Invoices become payable immediately upon presentation.
- 3.2 Should any information on an invoice reflect as incorrect, the client has a duty to alert SMIT Compliance Specialists within 5 business days from the receipt thereof. In the absence of such notification by the client, there is a presumption that all information contained on the invoice is correct and accurate.
- 3.3 The final product will only be handed over to the client upon full payment of the invoice.
- 3.4 Any delays or other unforeseen difficulties caused by the client which are beyond the control of SMIT Compliance Specialists, may result in additional charges as well in a delay in delivering the final product.
- 3.5 Any reasonable disbursements, including accommodation and travel, incurred by SMIT Compliance Specialists in connection with the services rendered will be charged to the client additionally to the price quoted for the services rendered. This clause is only applicable when disbursements are not made provision for in the quote.

### 4. ADDITIONAL WORK OR AMENDMENTS

- 4.1 Any work which falls outside the ambit of the quote, which the client requires from SMIT Compliance Specialists, will be in addition to the amount quoted for.
- 4.2 The onus rests on the client to request a quote for additional work required. Should the client request SMIT Compliance Specialists to perform any additional work, without requesting a quote, such services will be invoiced to the client based on the normal SMIT Compliance Specialists fee structure, without issuing a quote.
- 4.3 If, after delivery of the final product to the client, any amendments are required to be made, SMIT Compliance Specialists will issue a quote for such additional work and invoice separately.

## **5. TRAINING**

- 5.1. Once a client has sent the completed and signed registration form for a training course, seminar or workshop through to SMIT. Compliance Specialists, that registration form becomes a binding document between the person responsible for payment and SMIT Compliance Specialists.
- 5.2. The information provided for on the registration form by the client is presumed to be correct.
- 5.3. There is no obligation on SMIT Compliance Specialists to present training to a client that has not paid the training course in full.
- 5.4. Amounts paid for training courses are not refundable. In the event that the training should be postponed to a later date or another venue, SMIT Compliance Specialists will endeavor to accommodate all the delegates as far as possible.

## **6. FORCE MAJEURE AND LIMITATION**

The client shall not have any claim against SMIT Compliance Specialists for any delay or failure of SMIT Compliance Specialists to carry out any of its obligations under this agreement arising from or attributable to acts of God, any other cause whatsoever beyond the control of SMIT Compliance Specialists (force majeure) as well as the lack of co-operation from the client.

## **7. TERMINATION**

In the event of termination, for any reason whatsoever, the client is liable to pay any fees and expenses incurred up until the date of termination by SMIT Compliance Specialists.

## **8. PROCESSING OF PERSONAL INFORMATION**

All personal information processed by SMIT Compliance Specialists will be treated as private and confidential. SMIT Compliance Specialists is committed to comply with the 8 lawful conditions for processing as contained in the Protection of Personal Information Act 4 of 2013.

## **9. LEGAL**

Any legal queries, including queries on this document should be directed to [info@smitcompliance.com](mailto:info@smitcompliance.com).