



Derek Hendrikz Consulting cc

Reg.Nr:1997/060793/23

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Terms & Conditions:

This document also relates to [Our Guarantee](#)

Derek Hendrikz Consulting – herein/after referred to as DHC.

Fees:

1. Fees and expenses will be in accordance with the fee schedule as quoted to the client.
2. Quotations will be valid for a period of 6-months from the date of issue.
3. South African rates exclude VAT and travel, accommodation and meal expenses.
4. No travel, accommodation and meal expenses will be charged for service delivery within the borders of Gauteng Province.
5. Rates for Namibia, Botswana, Zimbabwe, Mozambique, Seychelles, Zambia and Mauritius exclude expenses.
6. International rates, rates for services outside the borders of the countries stipulated in points 3, 4 & 5, are charged as a fully inclusive fixed cost. The cost will thus include our transport, accommodation, meals, etc.
7. **Fees exclude** cost of venue, catering, audiovisual, and other training equipment.
8. **Fees include** workbooks in cases of training.

Payments:

9. Payment can be made with cheque, direct deposit, or electronic bank transfers.
10. Payment & account details will be provided on our tax invoice.
11. The onus to prove that payments were made will reside on the client.
12. The contract for service is made with Derek Hendrikz Consulting and all payments will be made to Derek Hendrikz Consulting.

13. DHC operates as an independent contractor, and no employer / employee relationship exists between the client and DHC.
14. DHC is a South African based business. All of our income is taxed in South Africa, and therefore no tax is due to DHC by clients of other countries.
15. Payments for Public Programmes must be made at least 10-working-days prior to commencement of the workshop, seminar, or event. Please note that payment will secure booking in case of public programmes.
16. **Payments** for in-house programmes and seminars must be made as follows:
 - 16.1. **South Africa:** Payments to be made on or before commencement of the engagement.
 - 16.2. **Outside South African Borders:** Full payment to be made not later than 10-working-days prior to the engagement. Bookings made within 10-working-days of engagement will be payable immediately.
17. Payments for consultation projects, or other projects with a duration of more than 6-months, or projects with a value of (ZAR) R100 000 or more, will be paid as follows:
 - 17.1. **South Africa:** 50% of the payments to be made on or before commencement of the project, and 50% to be made on or before commencement of the last day of the project.
 - 17.2. **Outside South African Borders:** 50% of the payment to be made not later than 10-working-days prior to the first day of the project, and 50% to be made not later than 20-working-days prior to the last day of the project. In cases where a booking is made within 10-working-days of the first engagement, 50% of the fees will be payable immediately.
18. Late payments will be charged at 14% interest, calculated on a monthly basis.

Cancellations:

19. No cancellations will be accepted within 10-working-days prior to commencement of the project provided that DHC and the client have reached agreement on the cost, the date, the times, the venue, the outcomes, payment arrangements, and who needs to provide what.
20. An agreement, which stipulates the points, as set out in point 19 will be a binding contract.
21. Postponement or rescheduling of an engagement as stipulated in point 19, will be regarded as a cancellation.
22. Agreements made between client and DHC within 10-working-days, prior to commencement of the project cannot be cancelled or postponed.
23. Where a client cancel's an engagement, as set out in points 19, 20 21 & 22, such client will be liable for the full fee as invoiced by DHC.

24. Cancellation fees are based on our fees and not on our expenses. In case of cancellation, the client will be liable for all expenses made by us in full.
25. Cancellation by the client must be done in writing, and will be calculated from the time it was received by DHC.
26. Cancellation fees must be paid in full within 15-days from the time of cancellation, where after 14% interest (calculated on a monthly basis) will be charged.
27. Where the client has already made payments for our services at the time when the cancellation fee becomes due, the fee will not be repayable to the client.

Copyright

28. Presentations, handouts, workbooks, articles, or any other materials designed by DHC may not be recorded, printed, used electronically, or reproduced in any other way without his direct and written permission.
29. If the organisation wishes to use or reproduce any of DHC's materials, please contact us beforehand so that we can discuss the options.

Provided by the client

30. Not all our interventions require the same equipment. Below is a list of required equipment that we usually use for different interventions. The exact requirements for a specific intervention will be finalised with the client before commencement of the event.
31. The equipment mentioned below is supplied on account of the client, and the client is responsible to see that all is arranged and in working condition.
32. Equipment must be arranged and available on the day of the intervention.
33. **Seminars:**
 - 33.1. A cordless headset or lapel microphone, with new batteries.
 - 33.2. A cordless, back-up hand held microphone, with new batteries.
 - 33.3. A Data Projector.
 - 33.4. Facilities to set up a laptop in the area where we will be presenting the seminar, so that we have full control over the visual presentation.
 - 33.5. We use sound & video in our presentations. There thus needs to be a sound cable that can be connected to a laptop output socket.
34. **Training Programmes:**
 - 34.1. One flip chart board.

- 34.2. Two new rolls of flip chart paper.
 - 34.3. One white board.
 - 34.4. Seven white board markers, preferably, 4 x black, 2 x dark blue, and 1 x red.
 - 34.5. One pack of pre-stick or similar item.
 - 34.6. A Data Projector.
 - 34.7. A big open, well lit room, with enough space for group work and perform experiential exercises. It is preferable that the room has open spaces on the walls where flip chart paper can be stuck on with pre-stick.
 - 34.8. Training room must be set up in U-shape. The front of the room must be open with only a flip chart board and white board. An extra table can be placed against the wall to the front of the room, where it is out of the way, and where I can place my training materials and necessities.
35. **Team Development Programmes:**
- 35.1. Pre- and post-assessment interviews will require a private room with two chairs and a table, with no interference. This room can be located at your workplace.
 - 35.2. Pre- and post-assessment focus groups will require a private room, with 10 to 12 chairs (depending on the amount of participants + facilitator) packed in a circle with no tables or other obstacles between the participants. The room should be private and can be located at the workplace.
 - 35.3. The intervention(s) itself require a breakaway venue, where participants will sleep over for at least one night. We will sleep over with the participants, and some of the work will also be done during the evening.
 - 35.4. A conference room, arranged in the same way as the described-above training facility, must be arranged with the break away venue.
 - 35.5. Some of the equipment used in training sessions will also be used in the team development programmes. This will be clarified with the client beforehand.
 - 35.6. A break away venue with team building facilities is preferable.
36. **Consultation Projects:** Necessities for consultation projects will be arranged with the client before commencement of the project.

Acceptance of terms & conditions

37. The terms and conditions as published on the web-site www.derekhendrikz.co.za on the date of agreement to make use of DHC's services, will be the valid terms and conditions of service.

38. Where the client signs a booking form or contract with DHC, it will be deemed that the client acknowledges this terms and conditions as published on the web-site www.derekhendrikz.co.za at time of signing the contract.
39. Electronic delivery of this terms and conditions, and not returned as undeliverable, will be deemed as sufficient notification to the client of the terms and conditions under which DHC's services are delivered.
40. If no objection is received from the client within 5-working days from the time of delivery, it will be reasonably assumed that the client accepts the terms and conditions and its attached fee schedule.
41. DHC, who negotiates these terms and conditions, assumes that the person who has negotiated the service on behalf of the client is appointed, authorised, and empowered to act on the clients behalf.

Thank you for making use of DHC's services.

We believe and trust that you will receive customer satisfaction and value for money.