



**JvR CONSULTING PSYCHOLOGISTS (Pty) Ltd.**

## **TERMS OF BUSINESS for CLIENTS**

### **1. Scope of Services**

- a. JvR Consulting Psychologists (hereafter referred to as JvRC) require the following in order to provide services to clients:
  - i. Clear requirements and project scope from the client stakeholder in order to compile an appropriate and specific proposal;
  - ii. The proposal or quote must be signed off by an authorised representative of the Client.

The terms of business as well as the proposal specifying costs and services, will be deemed to form the contract between JvRC and the Client and will authorise JvRC to proceed with the relevant preparations needed for providing the service.

- b. Proposals and quotes specifying costs will be valid for acceptance for 30 days from the date of the proposal. Thereafter the costs, timelines or nature of the proposal may change.
- c. Should there be any changes in the scope of work that may impact the proposed costs and process, JvRC reserves the right to review the applicable proposal or quote accordingly.
- d. Expenses incurred in the course of undertaking the project (travel, accommodation, courier, printing, venue etc.) will be charged in addition to the professional fees. *Please note all E toll fees will be charged at the E tag rate.*
- e. JvRC reserves the right to renegotiate costs where applicable (i.e. product prices increase due to fluctuation in exchange rates).
- f. A Consultant's day consists of a maximum of 8 hours between 8am to 5pm. Work done after hours, over weekends or on public holidays will be charged at higher rates.

#### **JOHANNESBURG**

Fernridge Office Park, Bracken Fern, 5 Hunter Avenue, Ferndale, Randburg, 2194 PO Box 2560, Pinegowrie, 2123, Johannesburg, South Africa.  
Tel +27 11 886 3870 Fax 0860 232 6401 Alternative: [consulting@jvrafrica.co.za](mailto:consulting@jvrafrica.co.za); [www.jvrconsultingpsychologists.com](http://www.jvrconsultingpsychologists.com)

#### **CAPE TOWN**

Ground Floor I East Wing I Oak Leaf Terrace I 1 Edmar Street I Old Oak Office Park I Bellville, 7530 I PO Box 5543, Tygervalley, 7536, Cape Town, South Africa.  
Tel 0861 333 916 Fax 0861 004 225 Alternative: [consulting@jvrafrica.co.za](mailto:consulting@jvrafrica.co.za); [www.jvrconsultingpsychologists.com](http://www.jvrconsultingpsychologists.com)

**JvR Consulting Psychologists (Pty) Ltd Reg No.: 2006/012225/07 Vat No.: 4300244367**

Managing Director: Dr R Scherrer *PhD (Clinical Psychology)*

Directors: M Dreyer *MA (Counselling Psychology)*, A Croucamp *MA (Industrial Psychology)*

Chairman of the Board: Dr J de Beer *D Litt et Phil (Psychology)*



## 2. Service delivery terms

- a. Assessment booking requests have to be submitted and dates confirmed in order to have candidates assessed with JvRC. Unless otherwise arranged, candidates will be assessed within three days from responding to the booking request.
- b. Should a candidate not attend a scheduled supervised assessment or should the Client cancel less than 36 hours prior to the assessments, the Client will be invoiced 30% of the quoted assessment costs.
- c. Should a manager or candidate not attend a scheduled management or individual feedback session or should the Client cancel less than 36 hours prior to the session, the session will be invoiced accordingly for 50% of the full fee of the session as per the quoted costs.
- d. Should delegates not arrive for the scheduled intervention such as a workshop, or if the Client cancels less than 48 hours prior to the intervention, JvRC will invoice the Client accordingly for 50% of the workshop fee as per the quoted costs. Any assessments that have been completed by delegates as part of the intervention will be invoiced at the full quoted price.
- e. Assessment questionnaires will only be made available to known candidates and appropriate measures will be taken to authenticate a candidate's identity. However, results from remote assessments administration should be verified and interpreted with caution.
- f. JvRC cannot take responsibility for any inaccurate biographical or other information provided. Incorrectly completed/ incomplete forms may delay the process and hence the agreed turnaround time will only apply once the correct information has been confirmed.
- g. As part of our service offerings, JvRC utilises the services of various qualified professionals who are able to assist when assessment services are required in other regions. The use of these affiliates will be dependent on the location of the assessment and an affiliate's availability. Additional costs will apply in these cases.
- h. Unless otherwise specified, JvRC provides a three day turnaround time for reporting on assessment results. The turnaround time commences once all the assessment results are available for interpretation.



- i. All the assessment results are confidential and intended only for the purpose and use of the person and/or the organisation indicated in the assessment request. The contents of the assessment reports may not be disclosed to any unauthorised persons. The interpretations in the reports do not relate to the candidates' knowledge, experience, academic qualifications, work-related performance or external factors which may affect the candidates' performance in the work environment.
- j. JvRC cannot be held responsible for any complaints, disciplinary or legal action that may arise from individuals or organisations using assessment results for purposes other than it was originally intended for.
- k. The Client needs to take responsibility for securely and confidentially storing received results. Fees may be charged for the reprinting, regenerating, or resending of reports.

### **3. Invoices and Payment**

- a. Work completed will be invoiced on a project/monthly basis, unless otherwise agreed, and is payable within 30 days from the date of invoice, unless otherwise agreed.
- b. Upfront payment for assessment material may be required for high-volume projects or to secure a set assessment material fee.
- c. Payment can be made electronically or by bank deposit. Proof of payment, with the JvRC invoice number as reference, must be e-mailed to the Accounts Administrator to ensure correct allocation of payment.
- d. JvRC reserves the right to withhold services should the Client have overdue accounts.
- e. On termination or cancellation of any services on the Client's behalf, JvRC will be entitled to all fees and expenses incurred or accrued and payable by the Client (i.e. assessment material, affiliate fees).



#### **4. Work conducted outside of South Africa**

- a. Each party shall pay its taxes, duties, or other fees payable to the authorities.
- b. JvRC shall withhold taxes on behalf of the Government of the Client Country and remit same to the Government of the Client Country in accordance with the Income Tax Act.
- c. An admin fee will be charged on invoices generated for countries outside of South Africa.
- d. The Client is required to send a Withholding Tax Certificate (WTC) to JvRC.
- e. JvRC will not charge VAT to Clients located in countries outside of South Africa.

#### **5. General**

- a. JvRC shall have the right to amend these terms of business from time to time. It is the Client's responsibility to acquaint him or herself with these terms of business prior to requesting any services from JvRC.
- b. Whilst JvRC's employees or affiliates are working on the Client's premises, the Client will ensure the health and safety of those persons.
- c. The Client agrees that he/she shall not reproduce or amend any assessment material, reference material, marketing material or completed work relating to the service offered or provided by JvRC. The Client agrees that he/she shall not authorise any act that may infringe or devalue JvRC's intellectual property rights.
- d. Except for payment obligations, non-performance of either party shall be excused to the extent that performance is rendered impossible, insofar as these are beyond JvRC's control or for any reason where failure to perform is beyond the reasonable control of the non-performing party and not due to its fault or negligence.
- e. The failure of JvRC to enforce at any time any of these terms of business or any part thereof, or any right with regard thereto, shall in no way be construed to be a waiver of the provision of such condition or to be an estoppel or novation or in any way to affect the validity of such condition. Any indulgence towards the client or the relaxing of the provisions of a condition shall not prejudice the right of JvRC to insist on the strict compliance by the client of its undertakings and obligations in terms of these terms of business.



## 6. Terms of Business for Candidates

- a) In the event that the assessment consent form has not been returned, the completion of the assessments will serve as the candidate having consented to being assessed by JvR Consulting Psychologists (hereafter referred to as JvRC).
- b) While an assessment will only be made available to known candidates and reasonable measures will be taken to authenticate a candidate's identity, JvRC cannot be held responsible for the accuracy of assessment results obtained via remote administration. It is in the candidate's best interest to complete assessments truthfully and without the use of unauthorised assistance.
- c) Candidates must adhere strictly to copyright law and under no circumstances photocopy, translate, make screenshots, alter, paraphrase items, distribute, publish or otherwise reproduce answer forms, test booklets or manuals.
- d) All assessment results are confidential and intended only for the use of the person and/or the organization requesting the assessment. JvRC cannot be held responsible for any complaints, disciplinary or legal action that may arise from individuals or organisations using assessment results for purposes other than it has intended for.
- e) All candidates have the right to receive feedback on assessments completed. The candidate will be responsible for feedback payment if it is not authorized by the client organization.