



CONFLICT DYNAMICS

**CHAIRING OF DISCIPLINARY
ENQUIRIES**

STANDARD TERMS AND CONDITIONS



**CONFLICT
DYNAMICS**

TRAINING
& DISPUTE
RESOLUTION
SERVICES

Service Provided

The Conflict Dynamics client advisor will provide a case management service from the selection and appointment of a suitable chairperson to the provision of a written outcome, invoicing of the client and payment of the chairperson.

Fees and expenses:

1. A daily rate is quoted for an 8-hour hearing or part thereof.
2. If the parties, by agreement, require the hearing to extend beyond 8 hours, the client will be charged an overtime rate at 100% of the chairperson's hourly rate.
3. In the event of additional days being required or in the event of the enquiry being postponed to another day, full fees and expenses will be payable in advance before the enquiry is scheduled.
4. Fees do not include expenses such as venue hire, catering, and the chairperson's travelling and accommodation costs, all of which (where relevant) will be estimated at the time fees are quoted.

Invoicing and Payment:

1. Invoices will be sent by Conflict Dynamics (Pty) Ltd.
2. Any fee payable in terms of the above and estimated expenses, if applicable, are payable five working days in advance before the enquiry is scheduled.
3. A final balancing invoice or credit note, if applicable, will be issued and become payable before the outcome of the enquiry is sent to the client.
4. Interest will be chargeable on amounts overdue at 15% pa.

Cancellation/Postponement charges:

1. Where a cancellation or postponement is made within ten working days of the enquiry date (excluding Saturday, Sunday and public holidays), 50% of agreed fees will be payable.
2. Where a cancellation or postponement is made within 48 hours of the enquiry date (excluding Saturday, Sunday and public holidays), the full agreed fees will be payable.
3. All agreed expenses incurred by Conflict Dynamics, and the cost of any overtime by the chairperson, will be payable in full.
4. Conflict Dynamics may cancel an enquiry where payment has not been made by all parties in accordance with these terms and conditions, unless alternative payment terms have been agreed by Conflict Dynamics.

PLEASE NOTE THE FOLLOWING:

- Once they have delivered their findings, our panellists will have fulfilled their mandate and the contract between the client and Conflict Dynamics will be deemed to have been terminated with effect from the date on which the finding is delivered to the client.
- Unless compelled under a subpoena to do so, our panellists will not be available to give any evidence relative to the enquiry at any internal appeal or in any judicial hearing including but not limited to hearings in the Commission for Conciliation, Mediation and Arbitration (CCMA), a bargaining council or a Court of Law.
- Before applying for a subpoena, the applicant should make a request to Conflict Dynamics explaining why the panellist is required to testify before the tribunal.
- If Conflict Dynamics is satisfied that the evidence of the panellist is relevant to the proceedings, Conflict Dynamics will attempt to persuade the panellist to give evidence voluntarily.
- If the panellist agrees to give evidence, the client must pay the panellist his/her daily fee for every day they are required to appear in any adjudicative proceedings, in advance.
- If the panellist refuses to give evidence, the parties will have to follow the procedures necessary for obtaining a subpoena.

For further information and to discuss the enquiry contact us at:

Conflict Dynamics
11 Alice Lane
Sandton
2196

Telephone: +27 (010) 036 3700
Facsimile: + 27 086 668 3532
E-mail: craig@conflictdynamics.co.za
Website: www.conflictdynamics.co.za