

Please email the signed mandate to:
eugenia@ekconsulting.co.za
Please TYPE information below, print, initial each
page, sign at end and scan / pdf before sending

MANDATE, TERMS AND CONDITIONS & FEE AGREEMENT

BETWEEN

ELSABE KLINCK CONSULTING CC

("the Consultants" or "EKC")

AND

("the client")

INTRODUCTION

This business is a professional business offering consulting services in the healthcare sector to healthcare businesses, healthcare professionals and others. **EKC is an advisory and consulting business. It is not a law firm and cannot act as attorneys representing clients, but can assist clients in matters that involve attorneys.** EKC can recommend law firms and will work closely with them to the benefit of the client.

PRINCIPLES OF THE RELATIONSHIP

Our relationship is governed by the following principles:-

- A. You have to provide us with all facts, assumptions and information. Let us advise you what is and what is not relevant.
- B. Consider our advice, and even though you are naturally at liberty to make your own decisions, let us explain to you any aspect of our advice which was unclear to you.
- C. Should you take action in which our advice might have played a role, but which final action had not been approved or signed off by us, or if you do not accept our advice, you will release us from liability for any consequences that may flow from such action.
- D. Any process of interaction where the law or policy is at stake, (e.g. applications / appeals / interactions with public entities such as the CIPC, HPCSA, CMS, etc.), is subject to procedural and systemic delays which we cannot be held accountable for. We are unable to make any guarantees in relation to the speed in which such entities will deal with your matter.
- E. Health sector developments remain unpredictable. We may have to prioritise work according to sudden and government-aligned deadlines, or deal as a matter of priority with matters that place clients at legal or business risk. This will then have an impact on the timelines of work undertaken for other clients. In addition, changes in the health care environment may impact on the initial advice, approach or even the need for a project and I cannot hold EKC liable for such environmental changes.
- F. There is a demand for the services of EKC. Although we attempt to assist as many clients as possible, delays may in some instances be inevitable. We prefer to rather than rush work, apply our minds and render a considered view on matters before us.

THEREFORE –

1. I, the undersigned, agree that EKC will render consulting- and other services to me/us and to take all necessary steps in connection with the scope of the Mandate and issues ancillary thereto: *(please complete this information as you would like EKC to invoice you, e.g. if in your personal or business capacity)*

Full name and surname of person signing mandate	
Designation, if acting on behalf of a legal entity (please ensure that there is a mandate for you from the entity to enter into this Agreement)	
Legal entity name to be billed (full registered name of entity / practice / company / trust)	
Identity number if work to be done for client in personal capacity (if foreign national, passport nr)	
Legal entity registration nr (CIPC or similar) if in business capacity	

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If business, a VAT nr or clear indication that business is not VAT registered (SARS requirement)	
Telephone	
Cellphone	
E-mail address (for billing purposes)	
Business (or personal, if applicable) physical address (domicilium)	

2. I agree that, unless otherwise agreed to in writing (e.g. a capped cost estimate or a contract), EKC shall charge the fees as set out in Annexure A of this agreement and I agree to pay the EKC's fees as set out in this agreement. For projects that run over a calendar year, the tariffs set out in Annexure A will increase to the new annual fees as published, unless specifically otherwise agreed. I agree to pay the higher fee for any work required of EKC with a turn-around time of 7 ordinary days or less ("expedited work"), as indicated below in the fee schedule.
3. I agree that, where I am issued with a cost estimate, such estimates are, by their nature, inexact and I will be informed by actual work undertaken and which actual work will be billed for, unless a capping agreement was entered into in writing.
4. I agree to not use templates, drafts, letters, documents, memoranda or other information, advice or services ("information") for any commercial or other purpose, other than the specific project for which those have been required. I will not provide such information to any third party, including but not limited to other companies, practitioners, the media, associations, etc. To do so I must first obtain written consent from EKC.
5. In the event of CPD events and any training, EKC does not permit the recording of such sessions, and/or the further use of the recording, the slide set and any related material. No exclusivity exists in relation to the specific topic, approach or specific slide set. EKC will attempt to avoid overlaps in topics to the same audience. All CPDs must be confirmed at least 72 hours before the event. Should an event be cancelled within 7 days of its scheduled date, a fee of 50% will be charged, as the loss of income cannot be substituted at short notice.
6. I will inform EKC if I involve other consultants or attorneys in the same project. Where I appoint them, I will still remain liable to settle my account with EKC. Where they replace EKC, this mandate will terminate with immediate effect.
7. I agree that once I have appointed EKC to deal with my matter or project, that I will not independently communicate with others involved in the matter. I understand that such action may jeopardise the outcome of my matter.
8. I agree that EKC's accounts are payable upon presentation or as agreed in writing. If there are any outstanding balances due to EKC, EKC may cease all activity related to my matter. Recovery costs of outstanding amounts will be for my account. A late payment fee equivalent to 15% of the value of an invoice as from date of invoice, may be charged at the discretion of EKC, which will be levied monthly on the outstanding amount at that date every 30 days. EKC does not accept any cheques and all payments must be made into the EKC bank account. Proof of payment must be sent to eugenia@ekconsulting.co.za. Payment reference must be the invoice number.
9. If I am a natural person or a legal entity below the turnover threshold specified in the Consumer Protection Act No. 68 of 2008, I am entitled to a 5 (five) day cooling off period, during which time I may cancel this agreement, but will have to pay the fees for services rendered in those five days.
10. Confidentiality:
 - 10.1. EKC undertakes to keep all information entrusted to it and all its staff and consultants in the strictest of confidence, unless information is agreed by me to be disclosed and/or used as part of executing this mandate.

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10.2. EKC will record meetings by hand and by electronic recording, for the sake of completeness, and to ensure that no important information is lost. I agree to these recordings. All such information will be stored securely.

11. General:

11.1. Any variation to this agreement shall not be of any force or effect unless reduced to writing, any indulgences granted by EKC to me shall not constitute a waiver or novation of the terms of this agreement.

11.2. I expressly waive any claim that I may have against EKC, its members, staff, employees or agents arising from any cause whatsoever in relation to this mandate or any other mandate given from time to time.

11.3. By my signature hereto, I confirm that the EKC has made no-, and same cannot be construed as, promises, predictions or guarantees concerning the outcome of any work undertaken or the timelines or processes thereof, including but not limited to interactions with public entities such as the HPCSA, CMS, DoH, MCC or private entities such as the MCA.

11.4. In the event that any one or more of the provisions contained herein is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in this agreement becoming unreasonable.

12. I have read and understand the aforementioned terms, conditions and fee structure and agree that bound to them.

Thus signed at _____ on this _____ day of _____ 20____.

 CLIENT SIGNATURE

 WITNESS

Annexure A: 2016 FEES / TARIFFS / RATES CHARGED (VAT EXCLUSIVE)

Healthcare professional practice templates – Ts & Cs, personal information form, contracts, policies, leaflets or information sheets pre-drafted in pdf form	See EKC website practitioner online shop
Professional fees for preparation, research, meeting attendance, drafting of documents, letters, submissions, representation of clients at CMS hearings, review of documentation provided by client or others, amendments to practice templates, etc. The minimum time charged will be 0.5h, i.e. R650, i.e. for all work from 1 – 30 minutes in duration	R1 600 per hour
Expedited work (professional fee for work to be undertaken within 7 ordinary days at request of client)	R 1 900 per hour
Late payment fee	15% of value of invoice
Legal entity (company) registration, Mol's, shareholder agreements, etc. Statutory fees are charged separately, at those rates as set from time to time, on top of hourly fees.	R1 600 per hour
Company maintenance at CIPC (e.g. Director changes, shareholder changes, filing of annual returns etc.)	As quoted and agreed
Company secretarial work (per month, per quarter) (agenda's, minutes, etc) and all work relating to company statutory requirements (advice, training of Directors, etc.)	As quoted and agreed
Presentations to doctors, pharmacists, etc. (HCPs) – evening events in Gauteng	R6 800
Presentations to doctors, pharmacists, etc. (HCPs) – evening events outside of Gauteng	R7 300
Presentations in-company, workshops in-company or at other venues (half- or full day)	As quoted and agreed
Travel: for all meetings, presentations / workshops in Gauteng area, etc. Includes e-Toll.	R700 per hour travelled
Travel to venues / events outside of Gauteng	As quoted and agreed
Toll, accommodation & other travel / logistics arrangements as agreed	Actual costs