


## Policy Handbook for Service Delivery T&Cs

This manual is intended for the sole use of IEPA's delegates, partners, service provider and employee purposes only.

The content of this manual may not be reproduced or reprinted in whole or in part without the express written permission of IEPA.

©2023 IEPA



	<b>DOCUMENT TYPE:</b>	POLICY		
	<b>DOCUMENT TITLE:</b>	Handbook for Service Delivery Terms and Conditions		
	<b>APPLICABLE TO:</b>	All employees, partners, service providers, clients/customers		
	<b>DOCUMENT OWNER:</b>	IEPA EXECUTIVE DIRECTOR		
<b>Doc No:</b> IEPA/01QMS/PoliciesFIN	<b>Effective Date:</b> 2024.09.16		<b>Version:</b> 1.4	<b>Author:</b> Yolanda de Lange

#### A. AMENDMENT HISTORY

Version	Amendment Date	Amendment Details	Amended by
V1r1	23 November 2021	Original	Yolanda de Lange
V1r2	14 April 2021	7.4.3 Force majeure – no charges for no shows or postponements; 4.1 Interest rates after 30 days instead of 90; 4.4 Sales orders to be issued prior to events, invoices from the day event commences	Yolanda de Lange
V1r3	28 September 2023	4.1 Time of start of interest payable changed to date of default; 6.5.1 Cancellation changed from 6 working days to 10 working days; 6.5 Cancellation policy changed to standardized fees with a postponement option; 7. Deleted postponement fees and incorporated and aligned with cancellation policy; 8.1 Exams taken within 7 months of course changed from 3 months.	Yolanda de Lange
V1r4	16 September 2024	3.Tax invoices payable in 30 days; 5.3Partners notice 60 days instead of 30 days; 6.2Cancellations [and postponements] cost implications clarified; 9.4.3Full colour manuals only; 9.4.4IEPA reserves the right to refuse late bookings; 10.13Cease and desist.	

#### B. APPROVAL

Version	Name	Date	Signature
1.4	Board accepted	2024/01	

## ABBREVIATIONS

AEE:	Association of Energy Engineers
CPD:	Continuing Professional Development
IEPA:	Institute of Energy Professionals Africa Non-Profit Company

## DEFINITIONS

Cancellation:	When a program or service is cancelled
Client:	A client is any entity or individual who has booked for any services at IEPA whether it be a partner, delegate, sponsoring organization.
Delegate:	A person who has pre-arranged to use a service provided by IEPA.
Examination:	Refers to any examination booked through IEPA or one of its partners
Fee:	The cost of the program, service, or activity as at the latest published dates of the fees.
In-class:	Training and services delivered in-person in a physical class location.
Inhouse:	Training that is requested by a client whether in-class or online, with only the clients' employees or client approved delegates in the class.
In writing:	By email or letter.
Working Day:	Applicable to working days in South Africa and working days in the country of the delegate, with the upcoming working hour being the recognized start of the working day.
On-demand:	Training services delivered through a prescribed online platform available to trainees to train at their own pace and in their own time.
Online:	Training and services delivered through a prescribed online platform done remotely, with a live trainer, using working computer equipment and stable internet.
Online class attendance:	When a delegate responds to rollcalls immediately and is present in class in a stationary position in a suitable office or room and not in transit or in other meetings or on calls.
Partner/Service Provider:	A company or person who is appointed by IEPA and has a contractual arrangement to deliver services in that specific country.
Postponement and Rescheduling:	When requesting a program or service to be moved to a later available date.
Proof of payment:	Confirmation of payment into the relevant IEPA bank account.

## DISCLAIMER

It is the responsibility of the user to ensure that any printed version of the document corresponds with the original master copy available and its latest updates.

# Policy Handbook for Service Delivery Terms and Conditions

## Contents

ABBREVIATIONS.....	3
DEFINITIONS.....	3
DISCLAIMER.....	3
1. Acceptance of the Policies on Service Delivery Terms and Conditions.....	5
2. Policy on Delegate Responsibility .....	5
3. Policy on Payment Terms and Conditions.....	5
4. Policy on Overdue Accounts .....	6
5. Policy on Non-Payment .....	6
6. Policy on Cancellations/Postponements.....	7
7. Policy on Postponement and Rescheduling: Training.....	7
8. Policy on Postponement and Rescheduling: AEE Examinations.....	8
9. Policy on Registrations.....	8
10. Policy on Training Manuals .....	9
11. Policy on Attendance .....	10
12. Policy on Attendance Registers.....	10
13. Policy on Certification Applications and Certification Renewal Applications.....	11
14. Use of Personal Information .....	11
15. Policy on Use and Distribution of Personal Photographs.....	12
16. All Rights Reserved .....	12

## 1. Acceptance of the Policies on Service Delivery Terms and Conditions

- 1.1 When ticking the acceptance button at the time of registration with the Institute of Energy Professionals Africa (IEPA) or any of its authorized partners, or when you submit a request for invoice, or when entering any of IEPA's online platforms, the delegate acknowledges that they have read, understood and accept that they are bound by the ***Policies for Service Delivery Terms and Conditions of IEPA*** as is detailed in this Policy Handbook of Service Delivery Terms and Conditions valid at the date of use, and updated from time to time, available on IEPA's website under Resources [iepa.org.za/resources](http://iepa.org.za/resources) for perusal.
- 1.2 This policy must be read in conjunction with existing Memorandum of Understandings, Service Level Agreements, or any other contracts that may exist with annexures. All bookings received by IEPA becomes a contractual agreement to be entered to the selected program, whereafter this policy applies.
- 1.3 This policy is applicable to all delegates, examinees, training partners, clients, organisations, funders and sponsors which fully covers the IEPA service delivery terms and conditions.
- 1.4 Ignorance of this policy may limit success, or the availability of benefits included in the packages purchased from IEPA and result in additional charges and/or penalties and interest fees.
- 1.5 This policy is effective from the date of acceptance by the IEPA Board of Directors whereafter all terms in the policy become immediately effective.

## 2. Policy on Delegate Responsibility

- 2.1 IEPA programs are of the highest standards and require commitment from delegates. As an organization, IEPA and its partners and staff endeavour to provide the best services to our abilities to assist delegates in achieving success.
- 2.2 Delegates are required to increase the potential for success by:
  - 2.2.1 Reading all required information provided.
  - 2.2.2 Complying with Guidelines and Rules provided.
  - 2.2.3 Being in class on time and focus on the work at hand.
  - 2.2.4 Preparing for examinations adequately.
  - 2.2.5 Adhering to required deadlines.
- 2.3 Delegates remain responsible for ensuring they are in good standing with IEPA and its partners to have access to the procured services and benefits from IEPA, and its affiliates and partners.

## 3. Policy on Payment Terms and Conditions

- 3.1 Payment terms are strictly prior to service delivery by submitting, in writing, proof of payment cleared in the bank, or a valid purchase order, or per prior mutually agreed contract terms – this applies to corporates, individuals, partners, affiliates.

- 3.2 All quotations and invoices exclude country-specific taxes, transfer fees and bank charges - IEPA retains the right to reflect the outstanding balance of fees on its statements as short payment with the balance owing as per the Policy Handbook on Service Delivery Terms and Conditions.
- 3.3 All prices are exclusive of VAT, country-specific taxes, transfer fees and bank charges.
- 3.4 Delegates on sponsored programs or corporate funded programs remain personally responsible to ensure their account is in good standing for exam results and certificates to be released.
- 3.5 Terms and conditions on invoices issued summarise the most important points, the Policy Handbook on Service Delivery Terms and Conditions always apply and is available on the website.

## 4. Policy on Overdue Accounts

- 4.1 Interest will accrue on outstanding invoices from the date of default at a rate of 24% per annum, or 2% per month – unless prior arrangement has been mutually agreed to as per contract terms.
- 4.2 IEPA reserves the right to withhold exam results, and/or any certificates, website listings, revocation of Certification for delegates and customers not in good standing for whatever reason.
- 4.3 Further service delivery will be restricted until a delegate is in good standing with IEPA, its affiliates and its partners.
- 4.4 IEPA issues sales orders as a preference to avoid unnecessary interest accruals prior to the start of an event, invoices will automatically be generated once the event has started with the Policy on Overdue Accounts coming into play.
- 4.5 Clients requesting tax invoices are required to settle invoices within thirty (30) days. Failure to settle within this time period will result in the invoice being cancelled and a new invoice request will have to be submitted for processing.

## 5. Policy on Non-Payment

- 5.1 Clients who fail to pay their accounts within sixty days (60) days from the first day of service delivery or the date of invoice – whichever is the shortest outstanding period, or clients who fail to adhere to the approved payment plan as arranged with the finance department, will result in interest being leveraged on a monthly basis until the account is fully settled.
- 5.2 Delegates who fail to pay their accounts within nine (9) months from the first day of service delivery, or delegates who fail to adhere to the approved payment plan as arranged with the finance department, will result in the certificates to be withdrawn and further services may only be taken once the account is fully settled including interest and all taxes and transfer fees.
- 5.3 Partners and affiliates who fail to pay their accounts within ninety (90) days, or three (3) months from the first day of the service delivery, or who fail to adhere to the approved payment plan as arranged with the finance department, will result in their Memorandum of Understanding (MOU) being cancelled with sixty (60) days notice without the option to renew until management change takes place, and only if an application round for partnership is successfully passed.

## 6. Policy on Cancellations/Postponements

- 6.1 Cancellation of programs and services must be received in writing within Central African Time working hours.
- 6.2 Cancellations and postponements where:
- 6.2.1 manuals have already been printed
  - 6.2.2 manuals that have already been shipped
  - 6.2.3 certification application has been processed
  - 6.2.4 renewal application has already been processed
- will incur a service fee on the full invoiced or sales order due by the delegate, or company, or partner, or sponsoring organization at a percentage of the original invoiced amount, plus associated costs such as the cost of printing the manual, shipping and return shipping fees, as well as any clearance fees and taxes and duties leveraged from IEPA. Also refer to the clause on when cancellation fees and postponement fees will apply.
- 6.3 Cancellation fees will be due by the invoiced party within thirty (30) days from the day of cancellation invoice issued. Postponement fees will be due prior to the start of the next training session.
- 6.4 Refunds will be executed by IEPA within thirty (30) days of cancellation on presentation of bank confirmation letter for the refund account. Refunds may only be paid to the party that made the original payment.
- 6.5 Cancellation/Postponement fees will apply as follows:
- 6.5.1 Cancellation/postponement within ten (10) working days prior to the start of the program will carry a cancellation fee of 10% (ten), or postponement will be accepted with a fee for the revised manual.
  - 6.5.2 Cancellation within five (5) working days of the start of the program will incur a cancellation fee of 20% (twenty), or postponement will be accepted with a fee for the revised manual.
  - 6.5.3 Cancellation within three (3) working days of the start of the program will incur a cancellation fee of 50% (fifty), postponement upon payment of an additional 10% fee plus the fee for the revised manual.
  - 6.5.4 No shows are cancellations within (2) working days do not qualify for a refund and purchase orders or invoices must be honored, postponement upon payment of an additional 20% fee plus the fee for the revised manual.
  - 6.5.5 Cancellation or postponement fees leveraged will only be considered not due if a delegate has a valid reason in terms of:
    - a. Family responsibility leave as per Labour laws
    - b. Sick leave with a doctors note as per Labour laws

## 7. Policy on Postponement and Rescheduling: Training

- 7.1 Postponement of programs and services must be received in writing and will be applicable within Central African Time working hours and are subject to cancellation fees as stipulated in the Policy on Cancellations.
- 7.2 Postponements will be liable for increases as published and valid at the time that the program or service is postponed or rescheduled to.

- 7.3 Postponements may result in the manual issued for the first program being outdated at the time of training, and a new manual may be requested at the delegates' own cost provided the original issued manual is returned at the delegates' own cost.

## 8. Policy on Postponement and Rescheduling: AEE Examinations

- 8.1 All examinations must be taken within the pre-approved exam window or exam days which will be no later than seven (7) months from the program completion date.
- 8.2 Examinations not taken as per the pre-approved days and exam windows will result in a rebooking fee becoming due and a process of invoice request and rebooking registration must be followed.
- 8.3 Policy for Cancellation applies for examinations.
- 8.4 No shows on ProctorU examinations will incur a full rebooking fee at the rate applicable at the time of the exam to be taken.

## 9. Policy on Registrations

- 9.1 Partner countries: Delegates in countries where existing partner agreements are in place are obliged to book through the partner for training only. Examination rewrites are directly payable to IEPA.
- 9.2 Countries in Sub-Saharan Africa where no partners exist: Delegates must book directly with IEPA.
- 9.3 Out of regional countries: Delegates may enquire to register for AEE programs with IEPA, however AEE permission is required prior to IEPA accepting any booking for an AEE program. IEPA will advise on availability and AEE approvals. Should a booking and payment be made to IEPA for an unauthorized course, IEPA will fully refund the monies less transfer and banking fees and a USD30-00 service fee. Proof of bank letter is required for refund purposes.
- 9.4 For in-person in-class programs, paid at the in-class program fee:
- 9.4.1 Delegates with special dietary requirements may be subject to additional charges dependent on menu selection available at the time.
  - 9.4.2 Fees exclude travel and accommodation, breakfast, and dinner for delegates. Therefore, delegates must make their own arrangements in this regard.
  - 9.4.3 Full colour manuals are provided on the first day of training at registration, no black and white manuals will be allowed due to the colour requirements to demonstrate the training undertaken.
  - 9.4.4 Late payments and late bookings may cause a delay in production of manuals and may affect a delegate's experience. IEPA reserves the right to deny a late acceptance to ensure the integrity of the services we need to provide.
- 9.5 For online programs:
- 9.5.1 Delegates are responsible for ensuring they have sufficient data and high-speed internet access to complete the program with the required minimum hours. IEPA shall not be held responsible for delegates failing to comply with this requirement.
  - 9.5.2 Delegates must ensure they have computer access with internal or external webcam, and



a working microphone to participate in the training and to allow continuous online monitoring and verification of attendance.

- 9.5.3 Delegates taking international Certification exams remotely must ensure they have the relevant computer equipment, internet access and speed, access permissions, and a suitable exam room as per the ProctorU or remote proctoring service requirements detailed in the Remote Proctoring Guidelines latest version in use at the time of taking the exam.

9.6 For Inhouse programs:

- 9.6.1 Inhouse quotations exclude venue hire, AV equipment, catering for delegates and trainer, travel and accommodation, breakfast, and dinner for delegates, therefore delegates and the customer must make their own arrangements in this regard, unless the quotation specifies these services.

## 10. Policy on Training Manuals

- 10.1 AEE reserves manuals for delegates who undertake the program only. It is against AEE policy for a person to receive or own a manual without partaking in the program.
- 10.2 All fees include a full colour printed manual for collection, or a password protected PDF, whichever is applicable as authorized by AEE.
- 10.4 No manuals will be printed or shipped without proof of payment in the bank for the full program.
- 10.5 Courier, shipping and import duty costs are excluded from the course fee, whether for in-person or online training.
- 10.6 Import duties may be payable by the delegate at the country of receipt. Commercial invoices will be provided for this purpose.
- 10.7 Bookings with proof of payments received within ten (10) working days of the first day of the course may experience delays in acquiring or having a training manual delivered.
- 10.8 Delegates with authorization from AEE or any other copyright body to receive PDF manuals must sign a Non-Disclosure Agreement (NDA) for Copyright protection prior to receiving the PDF document.
- 10.9 Delegates with PDF manuals understand that printed manuals are required for open book examinations as PDF manuals may not be open on computers when taking exams. Delegates to arrange their own printing and at their own cost.
- 10.10 Cancellation of a program once a training manual has already been printed will have fees due as per the Cancellation Policy. Any manuals already shipped must be returned immediately upon receipt, by the delegate that cancelled.
- 10.11 Collection of manuals will be from the country partners' preferred collection point. Direct delivery is available at additional cost, plus service fee, and must be pre-arranged timeously by the delegate, in writing, with IEPA or the partner.

- 10.12 Delegates in countries where there is no existing partner will automatically be invoiced for courier or courier/delivery charges.
- 10.13 All manuals are copyrighted and may under no circumstances be reproduced. Cease and desist orders will be issued when in contravention with copyright.

## 11. Policy on Attendance

- 11.1 Minimum attendance hours required: Delegates not in compliance with the requirements of minimum number of hours of attendance, for whatever reason, will not be able to receive an attendance certificate, or sign the attendance register, or be permitted to sit for any examination, and will be considered a no-show delegate with the Finance Terms and Conditions Cancellation Policy becoming applicable.
- 11.2 No-shows after registration confirmation: Delegates not showing up or arriving for the event and requesting a reschedule in writing, or postponement of program, will be dealt with in alignment to the Postponement and Rescheduling Policy.
- 11.3 Recognised attendance: Delegates at online livestreamed training must be seated in front of the camera at a desk, in a quiet room or office, during the training session and be present in the training session and may not be engaged with work activities that do not relate to the training presented such as taking phone calls, travelling, driving, and talking to colleagues.
- 11.4 Rollcalls: Delegates in online livestreamed classes are required to respond to rollcalls immediately and must be present in the online class in a stationary position in a suitable office or room and not in transit or in other meetings or on calls. The online programs allow for, and announces to the group in attendance, regular short breaks to regain concentration and make visits to the bathroom or to obtain refreshments, as well as longer breaks three times during the day.
- 11.5 Rollcall missed: A delegate that does not respond to the roll-call command will be contacted privately through the Chatbox, WhatsApp and/or telephone. Failure to respond timeously will result in the delegate being moved to the online waiting room to monitor time out of class.

## 12. Policy on Attendance Registers

- 12.1 The Institute of Energy Professionals Africa (IEPA) compiles, circulates and distributes attendance registers for the following general uses:
  - 12.1.1 To comply with the requirements of the various bodies we represent, confirmation is required that delegates have been in attendance for the required time to qualify for attendance certificates, renewal credits, CPD credits, eligibility for examination sittings, eligibility for Certification applications or, to prove attendance for invoicing purposes
  - 12.1.2 All persons with access to attendance registers agree that the information will be used with discretion and that the distribution and unauthorized use of the information as supplied on the attendance register, is prosecutable by law in accordance with the Protection of Personal Information Act (POPIA) of South Africa.
  - 12.1.3 IEPA undertakes to use absolute discretion when using attendance registers and the intention of use is not to discredit, be harmful in any way, or to misuse the information

thereon.

- 12.1.4 By ticking the acceptance button at the time of registration, request for invoice, or when entering any of our online platforms, you acknowledge that you have read, understood, accept and agree that IEPA may use the attendance register and the information thereon for the required purpose and that you will not hold IEPA accountable for, and will not prosecute or file charges against the discrete use of the information.

## 13. Policy on Certification Applications and Certification Renewal Applications

- 13.1 Payment: Certification Applications and Certification Renewal Applications will be accepted on application. However, processing will only be done and submitted to AEE upon receipt of full payment cleared in the IEPA bank account.
- 13.2 Application completion: The applicant is responsible to ensure that sufficient information is provided as well as accompanying verification documentation when completing Certification Applications, Renewal Applications, or Upgrade Applications. Applications are reviewed based on the verifiable content provided in the application. Failure to provide sufficient information may result in unsuccessful applications or the wrong details on a certificate.
- 13.3 Missing application deadlines: Renewal and Upgrade Applications have four deadlines per annum, failure to meet the deadline with regards to payment or providing complete information, will result in your application being moved forward to the next submission round and related deadline.

## 14. Use of Personal Information

- 14.1 IEPA complies with the Protection of Personal Information Act of South Africa where the use of delegates personal information is aligned to its Privacy Policy summarized as Personal Information is restricted for use as follows:
- 14.1.2 To communicate with the delegate to arrange training, certification applications, and IEPA services that relate to the program registered for.
- 14.1.3 Communication platforms include but are not limited to:
- a) Teachables
  - b) Zoom
  - c) Gdrive
  - d) WhatsApp
  - e) Outlook
  - f) MailerLite
  - g) Sharpspring
  - h) Asana
- 14.1.4 Information is shared:
- a) Between the partners and IEPA's International and African Certification Board members for review of applications
  - b) With the AEE for processing of examinations and professional Certificates
  - c) With ProctorU for remote examinations
  - d) With sponsoring organisations will receive your results and copies of your achievements and certificates

- e) With pictures and photographs on social media and in press releases and reports for sponsors
- f) Per Email and WhatsApp communication of new programs and renewal of certification
- g) With your name listed on the AEE International Professionals Directory for verification of your Certification status

## 15. Policy on Use and Distribution of Personal Photographs

- 15.1 The Institute of Energy Professionals Africa (IEPA) takes photographs of individuals and classes for the following general uses:
  - 15.1.1 For rollcall purposes to verify the required minimum attendance percentages
  - 15.1.2 For advertising purposes to announce that an activity is happening
  - 15.1.3 From time to time a photograph may be selected for a company profile or a brochure
- 15.2 IEPA undertakes to use absolute discretion when using photographs of our delegates and the intention of use is not to discredit, be harmful in any way, or to misuse the photographs.
- 15.3 By ticking the acceptance button at the time of your registration, request for invoice, or when entering any of our online platforms, you acknowledge that you have read, and understood, accept and agree that IEPA may use your photograph, or any photographs of our events that you may appear in, at their discretion and that all parties using our services that may appear in the photographs and that you will not hold IEPA accountable for, and will not prosecute or file charges against the discrete use of the information.

## 16. All Rights Reserved

- 16.1 IEPA and its partners reserve the right to alter the delivery method of the program, or cancel the program, or postpone the program, should the event not be financially viable.
- 16.2 Right of admission is reserved.