

YourBrand™

TERMS & CONDITIONS

ST-AND

YourBrand™

LEAD SELF • LEAD TEAMS • LEAD CHANGE

YourBrand™ is our exclusive, brand-specific leadership development programme, powered by Insights Discovery.

It's available as standard workshops, or a SETA Approved Skills Programme, aligned to unit standards from the National Certificate in General Management (NQF Level 5).

And, every module is personalised to YOUR brand, industry, business structure AND individual teams... with no additional development costs.

It's always important to have things written down so that we both know what's what, who should do what and when, and what to do if something doesn't go according to plan!

Here you won't find any complicated legal terms, or long passages of unreadable text.

We've no desire to hide anything, or for you to not understand something that may cause misunderstandings down the line.

If you have any questions, or would like more information, please don't hesitate to contact us.

We'll be more than happy to answer any questions you may have.

The (not so) Small Print...

WHO’S WHO?

ST-AND (“We” and “Us”) is ST-AND Brand & People Development (Pty) Ltd; Reg No. 2014/132014/07; Services SETA Accreditation No. 12251.

These terms also apply to any employees or independent service providers contracted to us.

“You” (The Client) have the authority to engage our services on behalf of yourself, your company, or your organisation.

WHAT DO WE BOTH AGREE TO DO?

Us: We’ll provide a quotation (or proposal for larger projects) detailing all fees, costs, and deliverables for your approval before any work commences.

We’ll do our very best to meet every deliverable that’s agreed on time and, on top of that, we’ll do it all in a professional and engaging manner.

You: You’ll ensure that everything we need to complete the project is provided as and when it’s required, and in the format requested.

As deadlines work both ways, you’ll also be bound by dates we set together, for example completion of the Insights Discovery online evaluator.

You also agree to keep to the payment terms detailed later.

KEEPING IT CONFIDENTIAL

In short, neither of us will share any confidential information, business planning, commercially sensitive, or any other information that is confidential between us, by any means, with anyone else.

We’ll both keep shared information to ourselves, and we won’t use it except for the reason it was shared, unless we have both agreed otherwise.

This includes anything we write or say to each other in a phone call, text message, email or by any other method, including smoke signals and telepathy.

PEOPLE DEVELOPMENT

As an Insights Discovery Licensed Partner & Distributor, we uphold the Intellectual Property Protection, Privacy and Data Confidentiality of Insights Learning & Development Limited.

The important parts that affect *our work* together are detailed here.

Further information is also available at insights.com.

INTELLECTUAL PROPERTY PROTECTION

Any and all intellectual property rights used or generated by Insights or **ST-AND** in the provision of Insights Discovery products and services remains the exclusive property of the Insights Group.

ST-AND has the exclusive rights - with all permissions granted - to use Insights Discovery for the **YourBrand™** programme.

In simple terms, this means that it is unlawful for anyone to use, copy, amend, adapt, or modify the copyright protected learning materials that we use in the delivery of the **YourBrand™** programme.

This also includes the Insights Discovery Personal Profiles.

Delegates are, however, allowed to retain a copy of their completed Portfolio of Evidence submission, for their **own personal records** only.

PRIVACY & DATA PROTECTION

Insights and **ST-AND** take the security of our clients’ personal information seriously. The data policies and operations of all our Insights Discovery programmes therefore comply with the relevant international privacy and data protection laws.

We will not use any personal information for any unauthorised purpose, it won’t be shared with third parties, and always kept secure.

When a delegate completes an online evaluator – to collect preference data and generate an Insights Discovery Personal Profile – the information is stored on the Insights servers in the UK.

Strict security policies, rules, and technical measures protect the data that Insights has in its control.

These security measures are designed to prevent unauthorised access, improper use or disclosure, unauthorised modification, unlawful destruction, or accidental loss.

The only people who have access to this personal information are Insights staff (where privacy is legally covered under their contract of employment) and **ST-AND**.

We are professionally accredited, and bound under our terms of contract with Insights, to uphold the same high level of confidentiality and privacy.

We do not keep any copies of generated Insights Discovery Personal Profiles on our local network, computers, or iDevices.

ST-AND is required, under the terms of our Services SETA Accredited Training Provider status, to retain submitted Portfolios of Evidence on completion of assessment, moderation, and course certification.

All Portfolios of Evidence are stored securely, under lock and key, or on our secure cloud server.

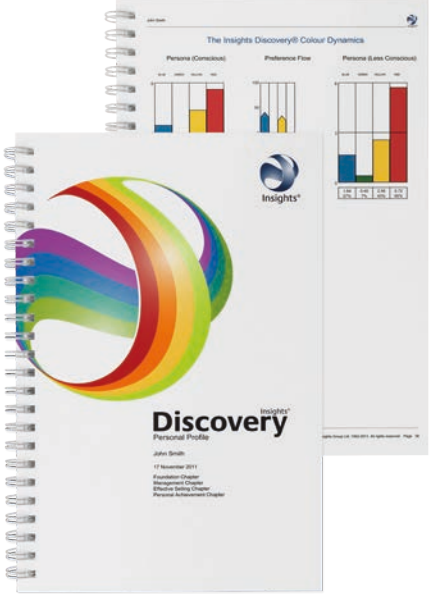
Please note: *In terms of the International Data Protection legislation, the only ‘personally identifiable information’ - mandatory to supply in order to complete the Insights Discovery online evaluator - are first name, surname (family name), email address, gender (so we can refer to he or she in the Personal Profile), and company name.*

Other fields such as job title, date of birth etc. can be completed at the discretion of the individual.

INSIGHTS DISCOVERY PERSONAL PROFILE

Once an individual’s profile has been produced, it’s only ever provided to that individual. It is not shared with anyone else without their prior permission.

During our workshops delegates will be invited to share information from their profile with the group, but that is their personal choice.



We also will not provide a profile to an individual without a debriefing, either through a workshop or a one-to-one.

For example, if a delegate is de-registered from the **YourBrand™** programme before the first workshop, and a profile has been generated, it won’t be given to someone else to deliver to them.

The individual would need to be registered on a subsequent workshop – if one is planned – or a 1.5 hour one-to-one debriefing session would need to be arranged in order for them to receive their profile.

WORKSHOP PLANNING

Our workshops have a unique format to break down the barriers typically associated with both group, and virtual, training sessions.

They’re outcomes-based, experiential, and designed to make the experience fun, inspirational, easy to remember, and practical.

All ‘face-to-face’ workshops must meet all the requirements of government regulations at the time of the workshop.

As well as accommodating physical distancing regulations in place, the room needs to accommodate our 12 ft floor mat, and provide a lipro projector and four (yes four!) flip charts.

If you want to get maximum benefit from your training initiatives - and optimise ROI - we ALWAYS recommend an off-site venue:

- Less workplace distraction enables greater focus and improves the effectiveness of learning
- A change of scenery is good for morale, makes the training more memorable, more enjoyable, and has a positive effect on employee engagement
- Being removed from the comfort zone of the office - and everyday routine - increases peer-to-peer interaction, encourages the sharing of ideas, and builds relationships and teamwork
- Provides everything you need for a streamlined and effective training experience... without the hassle!



We'd prefer to be involved in the booking of external venues, so we can make sure that the room is big enough, and all requirements for the workshop are in place.

If you are looking to use a room in your offices, we'll be more than happy to advise on suitability.

For virtual sessions, we recommend a maximum of 12-14 delegates to ensure engagement and connection with everyone.

Delegates must have:

- Computer (always good to start with the obvious!)
- Email, web browser, Microsoft Word, Adobe Reader, and Zoom
- Internet connection of sufficient download and upload speed to enable video conferencing - ideally a minimum of 1.5 Mbps to avoid compromising video and audio capability
- A quiet space
- Headphones
- A video conferencing camera - it's camera on for everyone

FINANCIAL PLANNING

All proposals/quotations are valid for 30 days.

We need your approval in writing and a Purchase Order Number (PON), if your company requires, to help ease any potential pain from the journey through your finance system.

A reply to the email containing the proposal/quotation giving approval and PON is fine, or a digitally signed PDF is cool. We won't start any work, or incur any costs, until you're happy with everything, and we have your approval in writing.

Additional costs, such as extra copies of materials, traveling and accommodation expenses for workshops outside of Cape Town, courier costs and all other out-of-pocket expenses will be charged separately. Wherever possible these will be agreed in advance, and we'll keep all our receipts.

Approval of the proposal/quotation will be taken as acceptance of these terms and conditions, and any amendments, or additions, must be agreed to in writing.

CHANGES & REVISIONS

We don't want to limit your ability to change your mind, we're more than happy to be flexible.

If you want to change something, or add anything new, that won't be a problem, as we'll provide a separate quotation.

PAYMENT TERMS

We're sure you understand how important it is that the invoices we send you are paid promptly.

We're also sure that you'll want to stay friends, and agree to all invoices being paid within 14 days of receipt, unless otherwise agreed in writing.

As our materials are created especially for you, our standard payment terms are 50% upfront, with the final 50% payable upon completion of each stage of the agreed programme.

Late payments will be subject to an interest charge of 15.5% p.a. in accordance with the Prescribed Rate of Interest Act.



RESCHEDULING AND CANCELLATION

If you need to **reschedule** the date of a workshop, as long as you inform us a minimum of 10 working days before the agreed date, and attendees are not changing, we are more than happy to reschedule at no additional cost.

Less than 10 working days will incur an additional cost of 10% of the price of the workshop.

Changes to attendees less than 10 days before a workshop may also incur additional costs.

Unless otherwise agreed to in writing, if you need to completely **cancel** a workshop, the following will apply:

- At least one calendar month before the planned workshop: 100% of non-recoverable expenses
- Less than one calendar month before: 50% of the approved cost of the workshop (the up-front payment), and 100% of non-recoverable expenses

PEOPLE PLANNING

For accredited courses, we need to ensure that delegate details are captured correctly :

- To enrol them on the programme
- To register them on the National Learner Database
- To record their progress throughout the programme
- To maintain validity of the assessment process
- To make sure they receive the email link to complete their online evaluator

We've done our very best to minimise excess paperwork, so we have a single *Delegate Information Form*.

Once the form has been completed by each delegate, you simply send the forms to us - as a workshop group - to enrol everyone on the programme.

Delegates can retain their form to print as part of their Portfolio of Evidence.

This saves time completing the form for every accredited module they attended!

If details change, an updated form needs to be emailed to us - clearly indicating the change - at hello@st-and.co.za.

For non-accredited course, we only require delegate name and email address.

For clients new to Insights Discovery, programmes always commence with LEAD SELF: THE FIRST INSIGHTS, which introduces the Insights system.

Delegates will receive an email from us with a link to the online evaluator, which only takes 15-20 minutes to complete.

Everyone needs to have completed their online evaluator by the date we have agreed: usually 10 working days before the first workshop.

Any profiles completed late will incur asurcharge of R 500 ex VAT per profile.

We appreciate your help in ensuring that all evaluators are completed on time.

ACCREDITED COURSES

For accredited courses, delegates are assessed against the required outcomes of the associated Unit Standard.

There are two types of assessment:

1. Formative Assessment

There are a number of activities that are completed during workshops to support the learning process.

These activities are the formative assessment - completed in a separate workbook - that is submitted as part of the delegate's Portfolio of Evidence (PoE).

2. Summative Assessment

After the workshop, delegates need to complete their PoE through workplace activities, self-study, or completion of other assignments in their own time.

Their PoE is then assessed, and a decision made as to whether they are **competent** (meet all the requirements of the Unit Standard) or **not yet competent** (not yet meeting all requirements).

The word *evidence* is used as *proof* needs to be provided in the PoE that the specified outcomes, and assessment criteria, of the Unit Standard have been met.

Delegates who do not meet all the required outcomes have the opportunity to re-submit their PoE after feedback on their assessment.

It may be that there are one or two aspects that need attention, and re-assessment is only on those criteria.

One re-assessment per delegate is included in our accredited course rate. Further re-assessments are charged as extra, at R 1,200 ex VAT per re-assessment.

Delegates can dispute - appeal against - any assessment decision. Details of the appeals process are included in the *Programme Guide* which accompanies the course notes of the first workshop attended.

The Programme Guide also includes full details of the assessment process, and the roles of everyone involved.

There's also a *Pre-assessment & Planning* discussion at the end of each accredited workshop, to ensure that everyone understands what, why, where, how, and by when!

THE ASSESSMENT PROCESS

There are a number of people involved in the assessment process:

The Facilitator delivers the learning experience in our workshops. They’re always an Insights Discovery Licensed Practitioner and subject matter expert.

The Facilitator may also be the Assessor.

The Assessor reviews the completed PoEs against the outcomes of the Unit Standard, and makes an assessment decision as to competent or not yet competent.

Our Assessors are always registered as a *Constituent Assessor*, and a subject matter expert in the Unit Standard being assessed.

The Moderator cannot be the Facilitator or Assessor, as it’s their role to moderate the quality of the assessment process.

We try not to call them the Assessment Police... but that’s what they are!

Our Moderators are always registered as a Constituent Moderator for the Unit Standard being assessed.

The Verifier quality assures the assessment and moderation process for the ETQA (Services SETA).

Unlike assessment and moderation, we have no control over the timing of the verification process.

Only once the external verification has taken place can we issue certificates of competence.

The Employer needs to support the learning process in the workplace, and provide feedback on the demonstration of the required outcomes for each PoE submitted.

The Delegate is the most important person in outcomes-based learning.

It’s their role to drive the process of their learning, and be accountable for demonstrating competence through the compilation of evidence in their PoE.

And finally, as your **Accredited Training Provider**, it’s our job to make sure that everything goes smoothly, and everyone enjoys their learning experience.

We’d also like to work with you to demonstrate the ROI of the programme we build for you.

You’ll be surprised at how easy it is!

COURSE MATERIALS

Our delegate rate includes all the course materials required for workshops, and completion of the PoE for accredited courses.

All our materials been designed from the ground-up to incorporate instructional and experiential design principles. And, as everyone learns differently, they’re built to optimise the learning experience for all learning styles.

They’re also designed to deliver a unique level of customisation. Every personalisation we deliver in the workshop, we deliver in the associated course notes.

With no development costs!

CUSTOMISATION & PERSONALISATION

YourBrand™ is built on a unique Brand-Specific framework of content ‘units’, with pagination specifically constructed to enable us to compile content in different ways.

For example, managing stress forms part of BUILDING EMOTIONAL AND SOCIAL INTELLIGENCE, but can be delivered as a standalone workshop, or included as a part of another module of your programme.



Within our content units, we have dedicated areas for brand, team and organisational detail.

In this way your brand, strategy, organisational structure etc. can easily be included.

Where customisation and personalisation is within our planned content areas, there is no additional development cost.

However, any content additions outside our planned content areas, may incur additional cost.

Customisation and personalisation applies to content only.

PORTFOLIO OF EVIDENCE

As accredited courses deliver credits towards a formal qualification, there are some things that we need to do as part of our administration, that are required for the SETA verification process.

For each PoE delegates need to submit:

- 1. Their Delegate Information Form
- 2. A certified copy of their ID
- 3. Certified academic transcript/statement of results/certificate of their highest qualification
- 4. CV

Please note: certified copies may not be older than three (3) months.

During the Pre-assessment & Planning Meeting - at the end of each accredited workshop - the Facilitator or Assessor will agree the final date of submission of PoEs.

This is typically between 4 and 6 weeks after the workshop.

If an extension is required, please notify us at least 5 working days before the agreed submission date.

Late submissions will incur an additional cost of R 500 per late PoE.

Once again we have applied design thinking to the construction of the PoE submission.

Rather than numerous loose pages of information, we have developed a three booklet approach...

WORKBOOK for the formative assessments during the workshop.

COURSE WORK for the assignments after the workshop.



PoE GUIDE to include details of the Unit Standard, outcomes required, witness testimony, declaration of authenticity etc.

LEGAL STUFF

We reserve the right to correct any errors, inaccuracies or omissions, and to change/update information in our Terms & Conditions as required.

We will use all reasonable skill and diligence in the delivery and performance of our products and services.

However, all warranties and representations are excluded to the fullest extent permitted by law, and **ST-AND** shall be under no liability in respect of any deficiency in any products and services, and shall not be liable for any consequential or indirect loss whatsoever which arises out of, or in connection with, the supply or use of our products and services.

In the unlikely event that you breach this agreement, we will give you written notice to correct things within 5 working days, after which we reserve the right to take legal action.

Written notice will be via the email address from which the proposal/quotation was accepted.

This email address will serve as your domicilium citandi et executandi (your legal contact address) for all purposes.

We will, however, always negotiate in good faith with a view to settling any dispute.

Should we feel it necessary to take legal action it will be under the exclusive jurisdiction of Cape Town Magistrates' Court, and we will claim costs on an attorney-client scale.

Phew.

AND FINALLY...

We love to show off our work and share what we've learnt with other people, so we reserve the right, with your permission, to write about your project (respecting all confidentiality of course), for example displayed as part of our portfolio.

If you'd like prior approval of anything, please let us know.

Steve Andrews, Owner/CEO, on behalf of **ST-AND**

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