

Client Terms and Conditions

1. Scope of Services

- Each quotation issued by **Labour Dynamix (Pty) Ltd** will include a detailed scope of service outlining the specific tasks, responsibilities, and deliverables covered under the agreement. This ensures clarity on what is included – and where additional consultation or work may fall outside the original scope.
- Any changes, extensions, or additional services requested after acceptance of the quotation must be approved in writing and may be subject to a separate fee or updated quotation.
- Our goal is to maintain transparency at every stage, so clients always understand the work being performed and the costs involved.

2. Service Fees & Payment

- Fees are inclusive of all services related to updating company records and resolving associated compliance issues.
- Payment terms will be outlined in the invoice and must be settled upon acceptance of the **Labour Dynamix (Pty) Ltd** quotation.
- Work will not commence until proof of payment and the required signed authorisation documents are received.

3. Client Responsibilities

- The client must provide accurate and complete information required for processing updates and compliance submissions.
- The client must ensure timely cooperation with any document submissions or inquiries necessary to complete the services.

4. Service Provider Responsibilities

- The service provider will execute all tasks professionally and in accordance with applicable regulations.
- The service provider will liaise with relevant authorities and provide reasonable progress updates.

5. Liability & Limitation

- The service provider will take all necessary steps to resolve issues but is not liable for delays caused by third-party entities, regulatory bodies, or unforeseen system errors.
- The client agrees that successful processing depends on external institutions and statutory compliance requirements.
- The total liability of **Labour Dynamix (Pty) Ltd** shall in all cases be limited to the total amount paid for the specific service in question.

6. Indemnification Clause

The client agrees to indemnify, defend, and hold harmless **Labour Dynamix (Pty) Ltd**, its affiliates, employees, and representatives from any claims, liabilities, damages, losses, or expenses arising out of or related to:

1. The client's failure to provide accurate or complete information required for compliance.
2. Actions taken based on the client's instructions that result in legal or financial consequences.
3. Third-party disputes or regulatory issues beyond the control of **Labour Dynamix (Pty) Ltd**.

This indemnification includes all reasonable costs, including legal fees, incurred in defending such claims. The service provider shall not be liable for delays or issues caused by external entities, including regulatory bodies.

7. Confidentiality Agreement

All company records and shared information will be treated as confidential and used solely for the purpose of executing the required services.

7.1 Purpose

This clause outlines the confidentiality obligations between **Labour Dynamix (Pty) Ltd** ("Service Provider") and the client regarding the handling of sensitive company information.

7.2 Confidential Information

Includes but is not limited to:

- Company records, employee details, and payroll data.
- PAYE/UIF reference numbers and compliance documentation.
- Any proprietary or non-public business information shared during service execution.

7.3 Obligations

The Service Provider agrees to:

- Maintain strict confidentiality and not disclose any information to unauthorised parties.
- Use information solely for the purpose of providing agreed-upon services.
- Take reasonable steps to protect data from unauthorised access.

The Client agrees to:

- Provide accurate and necessary information for service completion.
- Notify the Service Provider of any additional confidentiality requirements.

7.4 Exceptions

Confidentiality does not apply if:

- The information is publicly available through lawful means.
- Disclosure is required by law or regulatory authority.
- The client provides written consent for disclosure.

8. Term & Termination

- This agreement remains in effect for the duration of the service and continues thereafter for confidentiality and indemnity purposes.
- Either party may terminate this agreement with written notice.
- Any work completed prior to termination remains payable in full.

9. Refund Policy

9.1 Eligibility for Refunds

Refunds may be considered only in cases where:

- Services are not rendered due to circumstances beyond the client's control.
- A billing error results in an overcharge.

9.2 Non-Refundable Services

Refunds will not be issued for:

- Completed services where work has commenced.
- Delays or issues caused by third-party entities or regulatory bodies.
- Cancellations made after service commencement.

9.3 Refund Request Process

- Employers must submit refund requests in writing within **7 days** of payment.
- Each request will be reviewed on a case-by-case basis, and valid refunds processed within **14–21 business days**.
- Refunds apply only to payments made in error or for services not yet rendered. Once consultation, assessment, or administrative processes begin, the fee is non-refundable.
- After the 7-day period, **no refunds will be considered**.

9.4 Exceptional Cases

Disputes or exceptional circumstances will be reviewed individually in good faith.

10. Acceptance of Terms & Authorisation

- Any payment made to **Labour Dynamix (Pty) Ltd** without a signed Client Terms and Conditions agreement shall be deemed as full acceptance of these terms.
- Our terms are available on our official website and accompany every quotation and invoice.
- By making payment, the client acknowledges having had access to, read, and agreed to these terms governing our services, fees, and refund policy.
- Before any work may commence, a **signed Service Mandate or Power of Attorney** (depending on the scope of work) must be returned to **Labour Dynamix (Pty) Ltd**. This authorises us to act on the client's behalf strictly within the agreed scope of work. A detailed scope of service will always accompany the quotation to ensure transparency and mutual understanding before work begins.

11. Good Faith Clause

By engaging **Labour Dynamix (Pty) Ltd**, the client acknowledges that all services are rendered in good faith and within the limits of the information provided by the client.

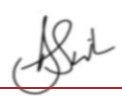
With my signature hereto I acknowledge that I have read and understand the contents of this mandate and that I have entered into this agreement freely and voluntarily.

Client Signature

The Dynamix Team

Date

For and on behalf of Labour Dynamix (PTY) Ltd



Julandie Swart
CEO & HR Business Partner

Date