



Terms and Conditions • Client details

Klinck and Samuels (“KS”) is a business offering consulting and advisory services in the health sector. It is not a law firm. As health sector experts it works with attorneys, accountants and others.

By completing and signing this form, you agree and acknowledge the following:

Our relationship is governed by the following principles:

- A. You have to provide us with all facts, assumptions and information. Let us advise you on what is- and what is not relevant.
- B. You are at liberty to make your own decisions, but let us explain to you any aspect of the information we provided. In the end, any decision as to action taken remains yours.
- C. Should you take action in which our recommendations or information might have played a role, but which we had not approved or signed off, or if you do not accept our views, you will release us from liability for any consequences that may flow from such action or claiming our endorsement.
- D. Any applications / appeals / interactions with public entities such as the SAHPRA, CIPC, HPCSA, CMS, DoH, etc. are 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 a matter.
- E. Health sector developments remain unpredictable. We may have to prioritise work according to sudden and state-imposed deadlines, or deal with a matter as priority when there is imminent business risk. This will then have an impact on the timelines of work to be undertaken.
- F. Changes in the health care environment (e.g. new regulations) may impact on initial or previous views. KS is not liable for such sector changes.
- G. There is a demand for the services of KS. Although we attempt to assist as many clients as possible, delays may be instances be inevitable. We prefer to, rather than rush work, apply our minds and render a considered view on matters before us. Kindly bear with us on this.

1. KS is entitled to levy the fees as set out below. We charge for time spent on your matter, irrespective of the outcome, e.g. attending a meeting, event, research & drafting, follow-ups, emails, etc. For CPDs we charge a flat rate.
2. We follow up with clients, without being prompted to do so by, in order to ensure that the matter receives the requisite attention: for this we levy fees.

3. A cost estimate is, by its very nature inexact, unless a capping agreement was entered into in writing.
4. KS may request a deposit in any matter. The deposit may not be sufficient to cover the entirety of the matter, in which case you will be liable for the excess fees.
5. You will not use and/or distribute our memoranda, templates, forms, drafts, letters, documents, views, recordings or any services we rendered for any commercial or other purpose, other than as agreed to in writing by KS.
6. In the event of CPDs or training, KS does not permit the recording, 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.
7. If you involve other consultants or attorneys in the same project, you will inform KS immediately. If they replace KS, KS's account will still be payable for time spent.
8. Once you have asked KS to deal with a matter, you will not communicate on your own in relation thereto, without discussing it with us. You understand that such action may jeopardise the outcome of the matter.
9. KS's accounts are payable within 30 days or as agreed in writing. Late fees may be levied on outstanding amounts. We only accept payment by EFT. Please include the invoice number and your entity name as references.
10. For small businesses and natural persons, you are entitled to a 5 (five) day cooling off period, during which time you may cancel this mandate, but you will be liable for any work that was undertaken in that time.
11. KS undertakes to keep all information entrusted to it in the strictest of confidence, unless information is agreed to or have to be disclosed as part of a process.
12. KS will record meetings by electronic means to ensure that no important information is lost. You hereby agree to these recordings. All such information will remain confidential and stored securely.
13. Any variation to these terms and conditions shall not be of any force or effect unless reduced to writing. Any indulgences granted by KS shall not constitute a waiver or novation of the terms.
14. You expressly waive any claim that you may have against KS, 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.
15. You confirm that KS has and cannot make any promises, predictions or guarantees concerning a matter's outcome, timelines or processes. Some may take months to years to be concluded, depending on external timelines, complexity of the matter and the input that may be required.
16. Any concerns / complaints about our work must be raised with us as and when it occurs. Due to time lapses we are unable to investigate complaints that are lodged months after the fact.
17. 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 parts of these terms shall be severed from the remainder of these term.

Agreed to and signed at _____ on this _____ day of _____ 2_____.

CLIENT SIGNATURE, who warrants that s/he/they are duly authorised

Client details

Name and surname of person primarily responsible for your account at KS: _____

Designation of above person (e.g. owner, CEO, managing partner, chairperson, treasurer, etc.): _____

Legal entity to be billed (full (registered) name of practice / co / association / etc.): _____

Identity number (if client not a legal entity): _____

Or:

CIPC / other registration nr. (if co, inc., trust, etc.): _____

VAT nr: _____ or: Not VAT registered

Tel. nr: _____ Cellphone nr: _____

E-mail address (for billing purposes): _____

Business / personal physical address (domicilium): _____

KS may add me to their distribution lists (we only communicate on health sector matters): Yes No

Fee schedule 2024 [should your work go into a subsequent year, that year's fees will apply]

(VAT exclusive, VAT of 15% to be added as is required by tax legislation)

Professional fees for preparation, research, meeting attendance, drafting of documents, letters, email advice, submissions, support of clients at CMS / HPCSA matters, review of documentation provided by client or others, amendments to practice templates, etc. *Hours worked and 0-15 minutes in 15-minute increments worked will be charged.	R 2 275 per hour
Expedited work (professional fee for work to be undertaken within 7 ordinary days at request of client)	R 2 975 per hour
Professional fee to clients with special requirements for timekeeping, invoicing and the likes. *Hours worked and 0-15 minutes in 15-minute increments worked will be charged.	R 2 785 per hour
Expedited work to clients with special requirements for timekeeping, invoicing and the likes (professional fee for work to be undertaken within 7 ordinary days at request of client)	R 3 215 per hour
Healthcare professional practice templates – Ts & Cs, personal information form, contracts, policies, leaflets or information sheets, etc. pre-drafted in pdf form	See KS website online shop
CPD Presentations to doctors, pharmacists, etc. (HCPs) – online events & events in area where KS consultant is based	Please ask for cost estimate
CPD Presentations to doctors, pharmacists, etc. (HCPs) – events outside area where KS consultant is based	
CPD Presentations to doctors, pharmacists, etc. (HCPs) – Physical CPDs out of Hermanus (include transfers to and from Hermanus)	
Presentations in-company, workshops in-company or at other venues (half- or full day)	As quoted and agreed
Travel: for all meetings, presentations / workshops	R895 per hour travelled
Travel to venues / events outside of Gauteng / Western Cape (depending on where KS consultant is based)	As quoted and agreed
Toll, accommodation & other travel / logistics arrangements as agreed	Actual costs

KS is VAT registered (VAT nr: 4250316173) and VAT will be added on top of the amounts above.