
STANDARD CONDITIONS OF SERVICE FOR CLIENTS

1. Any party who uses Tokiso's services must notify Tokiso, in writing, of its designated fax and/or e-mail address and any change thereto. Any communication sent to a party at that address will be deemed to have been received by that party.
2. Tokiso will notify enquiring parties of panelists' availability and costs and of these standard conditions of service. The panelist cost per day that Tokiso quotes includes Tokiso's administration fee.
3. A panelist is chosen solely by agreement between the parties. Where parties request Tokiso to recommend a panelist, this principle still applies. On receipt of such a request, Tokiso will always provide a list of three or more panelists, based on Tokiso's values, as well as taking into account diversity, availability and needs of the client.
4. Tokiso will then facilitate agreement between a panelist and the parties on the date, time, place, fee and standard conditions of service.
5. Tokiso will confirm to all parties, by fax or e-mail to the parties at their designated addresses, the date, time, place, panelist and panelists' fee for any event.
6. Tokiso will coordinate all correspondence between the parties and the panelist. This includes postponements, cancellations, and submission of documents, agreements, findings and arbitration awards.
7. Parties must not correspond directly with the panelist, but rather with Tokiso as the agent of the panelist. Tokiso will treat the contact details of panelists as confidential, unless the panelist gives specific instructions to the contrary.
8. Tokiso will invoice the parties for the complete cost of the event booked, including the panelist fee. The parties will be jointly and severally liable (unless otherwise specified) to pay Tokiso's invoice before an event takes place. Tokiso may cancel a process, or withhold the release of an award, finding or report in the event that payment is not made timeously.
9. Tokiso may send a consolidated invoice to the parties on the completion of an event if any unforeseen costs are incurred during the event.
10. Tokiso will pay the panelist on behalf of the parties once the event is complete.

11. Tokiso may make any additional logistical arrangements for the event at the request of the parties.
12. Tokiso will be guided by the following costs for disbursements (excl. VAT) –
 - 9.1. Car travel at R4.00 per kilometre;
 - 9.2. Economy class airfare;
 - 9.3. Class B car rental;
 - 9.4. 3-star hotel accommodation;
 - 9.5. Venue costs;
 - 9.6. If Tokiso's venue is used, a cost of R900.00 per day will be charged, which will include teas, coffees and recording of arbitration.
 - 9.7. Interpreter costs @ R850 per day for South African languages (this may be reviewed and confirmed on booking only);
 - 9.8. transcriptions – costs on request;
 - 9.9. Out of town allowance of R300 per day.
13. Tokiso will charge a provisional fee of R1 500 for an award, finding or report, except where specified otherwise for specific panelists, who will charge a daily or hourly rate for drafting the award or finding. In exceptional cases, an additional amount will be charged if the case was complex and/or protracted.
14. A panelist will also be entitled to charge a pro-rata fee for any hours worked in a day beyond eight hours.
15. There will be a cancellation fee of 100% of the panelists' full fee if an event is cancelled within three days of its due date of commencement and 50% if it is cancelled within seven days of its commencement.
16. In the case of an arbitration, Tokiso will, unless agreed to otherwise, deliver the panelists' award to the parties by post, hand, fax or e-mail within 14 working days of the conclusion of the arbitration. In the case of a disciplinary enquiry, Tokiso will, unless agreed to otherwise, deliver the panelists' findings to the employer party by post, hand, fax or email within 7 days of the conclusion of the disciplinary enquiry.
17. A party to an arbitration may object to the publication of the award. The objection must be made in writing to Tokiso within 30 days of delivery of the award. If no objection is received, Tokiso will be entitled, for reward, to publish or procure publication of any arbitration award.
18. In the case of mediation and facilitation, the panelist may not disclose to any person or in any court any information, knowledge or document that the panelist acquired on a confidential basis or without prejudice in the course of performing his or her functions.