

STANDARD TERMS AND CONDITIONS

GENERAL

Xynamix Training and Consulting (Pty) Limited (hereinafter referred to as "XTC") provides educational training courses to employees (hereinafter referred to as "the Delegate") who are sponsored by their respective organisations (hereinafter referred to as "the Company"). Accordingly, this agreement is between XTC and the Company (hereinafter collectively referred to as "the Parties"). Submission of the Course Registration form to XTC by the Company serves as confirmation of an official purchase order and constitutes a legally binding agreement between the Parties. It further confirms that the signatory authorising the Course Registration is authorised to act and sign on the behalf of the Company and signifies agreement by the Company to be bound by these Standard Terms and Conditions.

These Standard Terms and Conditions represent the entire agreement between the Parties and supersedes all prior discussions, correspondence and representations. All brochures and advertisements are for information purposes only and do not form part of this agreement. These Standard Terms and Conditions are subject to change without notice, and changes will apply to all Course Registrations received from the date of said change.

These Standard Terms and Conditions may not be varied except by agreement in writing by the Parties. XTC's acceptance of a purchase order containing different Terms and Conditions does not modify or supersede these Terms and Conditions.

XTC will not be held responsible for any loss, damage or harm, direct, indirect, consequential or otherwise and howsoever arising that may be caused to any person or property during the provision of any service by XTC to the Company.

FACILITATORS

XTC reserves the right to substitute a facilitator.

ELECTRONIC COMMUNICATION

Registration on XTC's website, on a XTC course or any electronic communication with XTC, constitutes a consent by that person to receiving electronic communications or otherwise from XTC.

GOVERNING LAW

These Standard Terms and Conditions are governed by the laws of The Republic of South Africa.

GUARANTEE OF SATISFACTION

If a delegate is unhappy with the course for any reason whatsoever, they may leave before lunch on the first day and receive a full refund of any course fees already paid.

TERMS AND CONDITIONS FOR ALL COURSES

ACCOMMODATION FOR DELEGATES WITH DISABILITIES

XTC is committed to assisting disabled delegates. Should XTC receive a written request from the Company at the time of Course Registration, XTC undertakes to provide a disabled delegate with an additional seat in the classroom together with an additional set of course materials for an Aide at no further cost. The Company is responsible for all other costs associated with the training.

COURSE POSTPONEMENTS

At times, it may become necessary to postpone a course, change location or date. XTC will endeavour to give the Company as much advance notice as possible of any such change. If the delegate is unable to attend the postponed or revised course, XTC will credit 100% of any course fees already paid, against a future course or, if requested, refund these fees in full. However, XTC will not be liable for any other costs incurred, including but not limited to, travel and accommodation charges or any consequential damages even if XTC were advised of such damages.

XTC's total liability is limited to the refund of the actual course fee paid by the Company.

COPYRIGHT/INTELLECTUAL PROPERTY

All copyrights, patents, designs and other intellectual property rights in or relating to any course materials provided or made available in connection with XTC courses remain the sole property of XTC or is Licensed for Use by XTC. No part of any course materials may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise, or translated into any language, without the prior written permission of XTC.

TERMS AND CONDITIONS FOR PUBLIC COURSES

COURSE FEES

The course fee includes instruction; course materials; the use of any associated hardware and software appropriate to the course; parking; lunch and refreshments. The course tuition fee does not include hotel accommodation, travel or any other expenses that may be incurred by the Delegate.

PAYMENT

A VAT Invoice will be issued to the Company upon receipt of the Course Registration. The full course fee is due and payable prior to the start date of the course. XTC reserves the right to reallocate the delegates place on the course if payment is not received timeously.

CANCELLATIONS

XTC accepts written cancellation of any Course Registration up to 14 days prior to the commencement of the course, after which period the full course fee shall become due and payable as indicated below. All cancellations must be confirmed in writing by XTC.

For course cancellations received:

- More than 14 days prior to the course, 0% cancellation fee will apply.
- Less than 14 days prior to the course, 33.3% cancellation fee will apply.
- On the last business day prior to the course, 100% cancellation fee will apply.

SUBSTITUTIONS

Substitutes may be made at no additional charge at any time prior to the commencement of the course, provided the Company notifies XTC in writing. XTC will credit 100% of any prepaid course fees against the course fee of the substitute.

POSTPONEMENTS / TRANSFERS

XTC will accept only one (1) transfer of a delegate to another XTC course provided that XTC is notified in writing. If a delegate transfers to another XTC course 3 business days prior to the start of the course in which the delegate was originally enrolled, 100% of any prepaid course tuition fees will be applied toward the course tuition fees for the subsequent course.

Should XTC not receive written confirmation 3 business days prior to the commencement of the course, the transfer will be subject to an additional fee of R750 excluding VAT per delegate. Any course postponement not used within 12 months of the original course start date will result in the full course fee being forfeited. Cancellations on postponements or transfers are subject to the payment of the full course fee.

NO SHOWS

Non-attendance by a delegate will result in the full course fee becoming due and payable. Failure to provide written notification to XTC of a delegate's cancellation or transfer before the commencement of the course, will also result in the full course fee becoming due and payable.

TERMS AND CONDITIONS FOR ON-SITE COURSES

Payment for an On-Site Course is due and payable as follows: 50% of the total invoice is payable prior to commencement of the course and the balance is payable within 7 days after completion of the course. XTC will accept, without penalty, written notification of a Company's intention to cancel or reschedule an On-Site Course at least 14 days prior to the scheduled course start date. Any On-Site Course cancelled or rescheduled by the Company less than 14 days prior to the scheduled course start date is subject to a 33.3% cancellation / rescheduling fee.