

## TERMS AND CONDITIONS FOR LEARNERS

### IMPORTANT NOTICE

Your use of this and any other website of the Sports Science Institute of South Africa (SSISA) is subject to Terms and Conditions as set out below. By registering for a programme with SSISA Education Hub or by indicating your acceptance of this Agreement, and any documents referred to in any of the clauses below, you agree to these Terms and Conditions for Learners.

#### 1. Background to Agreement

1.1. The rights that you have to register for a programme are set out in this Agreement. You can only register for a programme if you agree to the terms of this Agreement.

1.2. If you do not agree, or do not have authority to enter into this Agreement, you may not register for a programme.

#### 2. Definitions

The following words and phrases have these meanings in this Agreement:

2.1. “Agreement” means this document and the terms of the relevant programme for which you register, which are all deemed to form part of the Agreement.

2.2. “CPA” means the Consumer Protection Act No. 68 of 2008.

2.3. “Tutor” means – the person who will interact and engage with the Learner on the theory remote study portion of this programme as well as to provide technical support, to guide workplace integrated learning, coordinate online theory summative assessments and other announcements made on the LMS.

2.4. “Learning material” means written content, photographs, images, vectors, films, videos, animations or other audio / visual media offered in respect of a programme in any way and using any medium, and includes portions and adaptations thereof.

2.5 “Trainer” means the person contracted to interact with you to deliver part or all of the practical training and practical summative assessment.

2.6. “Programme Fee” means the listed amount payable by you for your participation in a programme.

2.7. “Database” means the collection of related data including, but not limited to, text, images sound and video, all of which have been created and integrated using a method of connecting and

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displaying the data into a collection of interrelated independent files or data which are stored together.

2.8. SSISA Education Hub Site” means the Internet website at URL <https://ssisaed.com>, or another URL that we may use for these purposes which is to provide access to and participation in our courses, and includes reference to the hardware and Software operated together as a system to constitute the website.

2.9. “Intellectual Property Rights” means copyright, patents, registered designs, trademarks (whether registered or not) , trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.

2.10. “Knowledge Partner” means a third party with whom we contract to assist us with the development of learning materials.

2.11. “Permitted Use” means the way you are allowed to participate in a programme in terms of this Agreement.

2.12. “Party” means you or us, as the context requires, and “parties” shall have a corresponding meaning.

2.13. “Personal Information” is as defined in the Protection of Personal Information Act 4 of 2013.

2.14. "Profile" means your account on the ssisaed Moodle site (LMS) and includes reference to your login credentials, and all information held by us that you can access via the ssisaed Moodle site.

2.15. “Prohibited Use” means participation in a programme that is not a Permitted Use and / or that is described as a prohibited use.

2.16. "Software" means any computer programme (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.

2.17. “Us”, “we” or “our” means Sports Science Institute of South Africa NPC (SSISA), a company in terms of the company laws of the Republic of South Africa with registration number 1994/000250/08.

2.18. “Use” in relation to the learning materials or materials means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works thereof.

2.19. “VAT” means value added tax payable in terms of the Value-Added Tax Act, No 89 of 1991, as amended.

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2.20. “ssisaed moodle site” means the Internet website at ssisaed.com which is the learner management system used to facilitate the interaction between you and us.

2.21. “Working Day” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

2.22. “You” or “your” refers to you, or any other person or entity that you have full legal authority to bind and on whose behalf you may be accepting this Agreement.

**3. Use of site**

You may only use this site to download learning material, announcements and resources that are uploaded to the LMS for this specific purpose. You may use this site to browse content and you shall not use the site to copy content which is not a downloadable resource.

By making use of this site, you acknowledge that you have read the terms and conditions and agree to be bound by and comply with them.

**4. Copyright**

All rights reserved. No part of this site and the content may be reproduced in any material form (including photocopying or storing it in any medium by electronic means and whether or not transiently or incidentally to some other use of this publication) without the written permission of the copyright owner, the Sports Science Institute of South Africa (SSISA).

The Sports Science Institute of South Africa and SSISA Education Hub strives to ensure at all times that the contents of its websites are accurate and up-to-date. The Sports Science Institute of South Africa and SSISA Education Hub does not accept any responsibility for how the contents of its websites and published products may be interpreted and/or applied and/or the outcome or consequence of any independent interpretation and/or application of the websites and published products.

The company has, where applicable made every effort to trace the copyright holders. If they have inadvertently been overlooked, they will be pleased to make the necessary arrangements at the first opportunity.

All contents on the Sports Science Institute of South Africa and SSISA Education Hub website that constitutes Intellectual Property, such as trademarks and logos (whether registered or unregistered), patents or designs, is either the property of Sports Science Institute of South Africa or is used by authority of the legal Proprietor thereof. You may not copy, display, reproduce, distribute, modify, transmit, republish, upload, post, transmit or otherwise use this Intellectual Property in any way for any public or commercial purpose, without the prior and express written consent of the legal proprietor of such Property. ‘Deep-linking’, ‘embedding’ or using analogous technology is strictly prohibited.

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Unauthorised use of this site and/or materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

## 5. Agreement

5.1. Acceptance. By registering for a programme, or by indicating your acceptance of this Agreement in any other way, you agree to the terms of this Agreement.

5.2. Separate Agreements. This is not a master agreement: each time you register for a programme, you enter into a separate Agreement for that programme subject to the terms of this Agreement.

5.3. Conflict. If there is any conflict between the contents of this document and the contents of the relevant programme for which you register or any other of the documents that make up the Agreement, then the provisions of this document will prevail.

5.4. Minors. If you are a minor, that is, less than 18 years of age, you must obtain the assistance of an adult who is responsible for you and is your guardian for you to enter into this Agreement.

5.5 A Learner choosing to purchase any of the programmes offered by SSISA Education Hub and electing to utilise the online learning platform, shall need to have:

- **Data:** Stable internet connection, minimum 2MB/sec data connection
- **Device:** Recommend at least a tablet or computer. Smart phones are acceptable for viewing information but you will not be able to complete your assessments using your Smart phone.
- **Software:** Moodle mobile app for off-line usage and latest version of Chrome, Firefox or Microsoft Edge

5.6 SSISA Education Hub cannot be held liable in any manner or form due to a Learner not having the required access to a computer or laptop and a stable internet connection.

## 6. Programme Registration

6.1. Registration and login” You will be registered on the SSISA Education Hub site and will be given login details to use to access the LMS.

6.2 Terms and Conditions. You are required to accept the Terms and Conditions (this agreement) in order to become a registered user of the LMS.

6.3 Accurate information. All information or data of any nature whatsoever that you provide to us when you enrol for one of our programmes must be true, accurate and complete.

6.4 Supporting documentation. The name you provide when enrolling for a programme must match formal documentation such as your identity document, passport or birth certificate. You may be required to submit an electronic copy of formal identification, which reflects the name you provided on enrolment. We reserve the right to request you to provide us with further proof of your identification for us to authenticate your identity.

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6.5 No liability for non-employment. We cannot be held liable if, after completing a programme, you are not able to obtain employment or promotion within your chosen field.

6.6 Commencement of programme. You will only be considered as registered for a programme and granted access to the LMS once you have made payment for the programme in accordance with your selected payment method.

6.7. Suspension for non-payment. If you select a payment plan, where this is permitted, and you fail to make payment as agreed, then we may remove you from the programme or suspend your participation in the programme. In such cases you will lose access to the LMS and this will affect your learning activities until such time as the necessary payment has been made.

6.8. Reminders. We may contact you in relation to payment reminders by way of email, sms, telephone calls or other means as determined applicable.

6.9. Dispute. If there is a dispute between you and us relating to the payment of any programme fee, or the way in which you use the LMS, we may at our sole discretion suspend your participation in the programme for the period of the dispute.

## **7. Operation of Profile**

7.1. Set-up of profile. Upon registration for a programme a profile will be set up for you. If you already have a profile, you will use your existing Profile for the new programme.

7.2. Purpose. You agree that your user name and password are for your use only and that you will not share this information with anyone else.

7.3. Unauthorised use. You agree and acknowledge that you will contact us immediately should you experience any unauthorised use of your profile details.

7.4. Your responsibility. You accept that you are responsible for the consequences of your use of your profile, and for maintaining it and all information in it. We do take security seriously, but as the user, you accept all risks of any unauthorised access that could occur regarding your personal information. Although this is not a likely scenario, we want you to be aware of every effort we take on your behalf.

7.5. Access.

7.5.1. You will have access to your profile by means of a username and password.

7.5.2. Access to the Profile will allow you to participate in programmes and other facilities provide via the LMS, and make changes to your personal information.

7.5.3. If you forget your username or password, we will only take steps that we regard as being secure to ensure that you re-gain access to your profile.

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7.5.4. If you are suspended from participation in a programme we may suspend access to your profile.

7.6. Use of profile. You agree:

7.6.1. not to divulge your username or password to any other person; and

7.6.2. not to impersonate any other person in dealing with us, and particularly not to access the SMS using another user's username and password.

7.7. Disputes. If there is a dispute as to which party has the right to operate a Profile, we may:

7.7.1. Deny access to the profile pending the outcome of the dispute to our satisfaction, and / or

7.7.2. Transfer the profile to the party claiming a right to it if we are satisfied that the profile was registered on behalf of that party.

## **8. Customer privacy policy**

8.1. The SSISA shall take reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569).

8.2. Information gathered from the LMS. Information gathered when you log on or visit the LMS may include your user name and password, name, surname, identity number, date of birth, postal and physical address, email address, and phone numbers.

8.3. Use of personal information. We will not, in any way, disclose or sell any of the personal information provided by you to a third party not affiliated with us although we may use the information within our company, for amongst other things to improve the content and usability of the LMS.

8.4. Unsubscribing from emails. We will use your personal information if required to provide you with customer service and in order to communicate with you regarding the programme for which you are registered.

8.5. Disclosing of personal information. We may disclose your personal information to third party service providers who perform services on our behalf.

8.5.1. We may hire other companies to process payment, store data, host the LMS and the like, and these third party service providers will be permitted to obtain only the personal information they need to provide the service and must protect your personal information to the same extent as we do.

8.5.2. We reserve the right to disclose your personal information if required or permitted to do so by law.

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8.5.3. We have partners with whom we have close associations and who provide us with learning materials, and with whom we contract in order to assist us with the management and presentation of the programmes we offer.

## **9. Learning material and delivery**

9.1. Language format. Learning material is presented in English and all learning material that is required for assessment purposes should be written by Learners in English.

9.2. Learning material, theory assessments, projects, schedules, additional resources and announcements will be available for download on the LMS. Downloadable material on the LMS will be in PDF, Word or by way of videos.

9.3. External websites. We are not responsible for technical support for any external websites and YouTube. Programmes that require you to use external websites do so to achieve the best learning outcomes for the Learners. You are required to contact the support services of the relevant external websites and/or YouTube.

9.4. Videos may be made available for download as additional resources in some modules. If you are using a slower internet connection, attempting to view these videos may be difficult.

9.5. Devices and technical requirements: Our LMS can only be accessed on the ssisaed.com website on a computer or tablet or by downloading the SSISA Moodle App. A Smart phone is required to download the App. All costs relating to you obtaining and maintain an internet connection and/or device is your responsibility.

9.6. Programme based queries are attended to by the tutor from Monday – Friday, 08h00 – 17h00 (South African time). The tutor is available for queries by email the class forum on the LMS or the class WhatsApp group. The tutor will endeavour to respond to queries within a 24-hour period.

9.7 Administrative support services. Administrative based queries are attended to by the administrator from Monday – Friday, 08h00 – 13h00 (South African time). The administrator is available for queries by email. The administrator will endeavour to respond to queries within a 48-hour period.

9.8. Technical support. The Technical Support team is available to handle any technical related queries that you may have during your experience on the programme. Support is offered from the Technical Support Officer who can be contacted by email and telephone. The Technical Support Officer will endeavour to respond to queries within 24 hours from Monday – Friday, 08h00 – 17h00 (South African time). All queries will come to the administrative support team and be elevated to technical support where required.

9.9. Retention of Rights. Despite anything that may appear elsewhere in this Agreement:

9.9.1. All rights in and to the learning material including Intellectual Property Rights, are retained by us.

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9.9.2. Nothing in this Agreement is to be interpreted as an assignment of any Intellectual Property Rights in the learning material to you or to any third party.

9.9.3. We will own the Intellectual Property Rights to any adaptations made to the learning materials.

9.10. Enquiries. If you are not certain whether a proposed activity is a Permitted Use or a Prohibited Use, you should contact us using the contact details published on the LMS or send the tutor a message on the class WhatsApp group.

9.11. Additional requirements. Certain programmes may require additional software and resources, as stipulated by the programme when you register and as communicated to you at the beginning of the programme. You are required to obtain the necessary software and resources required. We are not responsible for providing these additional requirements.

9.13. Knowledge Partners. Certain programmes presented by us are approved by a Knowledge Partner, and unless otherwise stipulated, are not accredited by that institution.

9.14. Permitted use. Permitted use of learning materials:

9.14.1. Only you are allowed to participate in the programme.

9.14.2. Any other uses that we approve in advance in writing.

9.15. Prohibited Use. You may not do anything with the learning materials that is not expressly described as a permitted use. For the avoidance of doubt the following are prohibited:

9.15.1. to the extent that Software is contained within the learning materials or anywhere on the LMS, reverse engineer, decompile, or disassemble any part of such Software;

9.15.2. removal of any notice of copyright, trade-mark or other proprietary right from any place where it is on or embedded in the learning materials (an example of this would be to edit the IPTC data).

9.15.3. sub-license, re-sell, rent, lend, assign, donate or otherwise transfer or distribute the learning materials or the rights granted under this Agreement;

9.15.4. make available copies of the learning materials on a network server or web server for use by others; and

9.15.5. use, display or otherwise make available the learning materials , or any other materials, in an electronic format that enables it to be downloaded or distributed to any third party via mobile devices or shared in any peer-to-peer or similar file sharing arrangement, or by any other means.

## 10. Assessment

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10.1. Activity submission. Activity and project submission: Activities and projects are due to be submitted on the date and time as indicated in the programme schedule which will be published per term on the LMS as otherwise stipulated by the Tutor. No late activities will be accepted after the specified deadline, unless there is a legitimate reason and an extension is permitted by the Tutor in consultation with the Head of the distance learning programmes.

10.2. Late submission. Activities and projects submitted after the due date will only be accepted under the following circumstances:

10.2.1. If you are ill and consequently are unable to submit the activity or project on time, you must notify the tutor in writing of your situation before the activity due date. The tutor, under the advisement of the Head of Distance Learning, may grant an extension (if applicable), provided that a medical certificate or other relevant documentation has been provided.

10.2.2. Should an emergency or a special circumstance arise, you must notify the tutor before the activity is due. It will then be at our discretion to decide if the late activity is allowed and whether a penalty is appropriate.

10.3. Going away. No allowances will be made if you go away on holiday or go away for work. The programme dates are clearly provided on the information document that you agree to before the programme starts. Therefore, it is your responsibility to ensure that you are able to complete the programme by submitting your activities, projects and assessments on time. No allowances will be made under these circumstances.

## 11. Final Results

11.1. Your final mark or completion status may be subject to an external moderation. This process involves an external moderator reviewing the completed activities or assessments and altering the results if required. After this process has been completed, you will be notified of your results via email or by way of notifications or reports sent via the LMS'.

11.2. Withheld final result. If you have outstanding fees owing, your final result will be withheld until such time as your fees have been settled in full.

## 12. Cancellations

12.1. Refunds. Refunds for cancellation will be paid in the following circumstances:

12.1.1. Prior to programme start date: You will receive a full refund to the extent payment has been made, less 10% administration fee of the listed programme fee

12.1.2. Prior to halfway through the programme: You will be held liable for 50% of the listed programme fee.

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12.1.3. After halfway through the programme: If the programme is more than 50% complete, you will be liable for the listed programme fee.

12.2. The progress through the programme is measured as number of weeks, or part thereof completed as a percentage of the total weeks in the programme.

12.3. Insufficient demand. We reserve the right to cancel the programme if there is insufficient demand. In this case, you will receive a full refund, but no interest will accrue on any such amounts refunded.

### **13. Pricing, Payment & Delivery**

13.1. Payment Options: You may pay for the course via credit card, electronic funds transfer, direct deposit or by way of a debit order. Payment options include: 1. An upfront cash payment or 2. By debit order instruction.'

13.2. Tax Invoices in Electronic Format. If we send you an invoice, or any similar document, you consent to us issuing to you, and the receipt by you, of such invoice or document in electronic format.

13.3. Credit card payments. We will request your credit card number and billing address to process your payment for the programme.

13.4. Currency of Invoice. The price of programmes is reflected in South African Rands, and no other currency will be accepted as payment from you.

13.5. Bank Charges. If you are making a payment from any country or jurisdiction which entails the levy of bank charges for payments made to us, you will be liable for the bank charges associated with international transactions and you must make provision for this additional cost when making payment to us.

13.6. Payment reference. When making payment to us, you must ensure that your invoice number is reflected as a reference on your payment, and we will not be held liable if we are unable to locate your payment and as a result, you are suspended from participation in a programme.

13.7. Payment of VAT. Unless the contrary is stated, all listed Programme Fees are inclusive of VAT.

13.8. You hereby consent that in the event of any amount payable in terms hereof not being paid on due date, SSISA shall be entitled to transmit details, including personal and adverse information concerning you to a credit bureau regarding the manner in which you performed in complying with your obligations in terms hereof, and that the credit bureau may share such information with its customers and other registered credit providers, provided SSISA has given you at least 20 business days' notice of its intention to submit such information to the credit bureau.

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13.10. In the event that SSISA is required to take any steps against you to recover any amounts that may be due or payable to SSISA, you agree to reimburse SSISA for all collection costs and / or for all legal costs incurred by SSISA on the Attorney and Own Client scale.

## 14. Certificates

### 14.1. Accredited programmes

14.1.1. Assessment Feedback: Feedback on summative assessment is provided by way of the Assessment Feedback Form sent electronically to the learner after completing theory and practical summative assessment in each module.

Prior to certification, the Learner will receive an Assessment Feedback Form via the email address supplied on the registration form. The Learner will be required to sign this and return it to SSISA.

14.2.2. A certificate of competence is awarded to a Learner who achieves a combined mark of 50% or higher in the theory and practical summative assessments for all modules that constitute the Programme. A Learner receiving less than 50% combined total for theory and summative assessment of a module will be deemed 'not yet competent' and will be afforded 1 re-assessment opportunity.

14.2.3. Statements of achievement: Competent Learners will also receive a statement of achievement from the relevant Sector Education Training Authority (SETA). This will be sent to the address on the enrolment form.

14.3. Graduation Ceremonies: SSISA may decide to arrange a graduation ceremony for E-Learners. In this event, the graduation ceremony may be venue-based or virtual. The learners will be informed prior to the end of the programme.

14.4. Delivery date and time. We cannot guarantee the delivery date and time of a certificate.

14.5. Returned certificates. If your certificate is returned to us, you will be contacted and informed of the return. Certificates returned to us due to being unclaimed by the designated recipient will be re-sent through the South African Post Office at your written request and cost.

14.6. Copy of certificates. The certificate will be sent electronically by way of email to the email address specified on the Learner enrolment form. A certificate will be issued at a fee where satisfactory evidence of destruction or irretrievable loss of the original is submitted. An affidavit to the effect that irretrievable loss has occurred, signed and attested before a Commissioner of Oaths, must accompany the application. The original affidavit must be sent to us and a third party cannot swear an oath on your behalf.

14.7. Certificate errors. Should you receive your certificate with a printing error you will be required to notify us, and return the erroneous certificate to us before an amended version will be issued to you. We cannot be held liable for printing errors resulting from incorrect information provided to us.

14.8. Withheld certificates. Your certificate will be withheld under the following circumstances:

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14.8.1. If you are under investigation for misconduct and such a matter has not been resolved, the award of certificate will be suspended until we have resolved the matter.

14.8.2. If you have outstanding fees owing, your certificate will be withheld until such time as your fees have been settled in full.

## **15. Plagiarism**

15.1. Definition. Plagiarism can be defined as the intentional or unintentional use of another's work without providing reasonable and appropriate credit to the author or source of the work. Plagiarism includes, but is not limited to, the use of another's words, ideas, opinions, theories or video.

15.2. Refraining from Plagiarism. You must refrain from dishonest conduct in completing your activities and assessment and must not copy the work of fellow Learners or published sources, including from websites.

15.3. Declaration. You must sign the Plagiarism document and file the signed copy in the Learner Portfolio of Evidence. The plagiarism document records the Learner's declaration that the work is his/her own.'

Each activity, and/or assessment, will include a plagiarism declaration, which must be submitted together with your activity. You alone are accountable for your own work.

15.4. Reporting of Plagiarism. In addition, we may report to any applicable Knowledge Partner, any instances of plagiarism in which you engage.

## **16. Warranties - General**

16.1. Intellectual Property Rights Warranty. We warrant that in providing you with learning materials according to the terms set out in this Agreement we are not infringing any third party's Intellectual Property Rights.

We warrant that in providing you with learning materials to you on the terms set out in this Agreement we are not infringing any third party's Intellectual Property Rights.

16.2. Limited Warranty. Programmes and their materials are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular makes no representations or warranties regarding the quality of the learning material or the fitness of the learning material for the purpose for which you acquired it.

16.3. CPA. If the CPA is applicable to this Agreement, the provisions of this Agreement or of this clause will not be interpreted so as to exclude your rights under sections 54, 55, and 56 of the CPA, which are admitted only to the minimum possible extent. Unless the contrary is stated elsewhere in this Agreement, you will have no rights in respect of quality of service, safe & good quality goods

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or implied warranty of quality beyond those explicitly stated in this Agreement or the aforementioned sections.

**17. Limitation of liability and indemnity**

17.1. Limitation of Liability. You agree that we will not be liable for any damages that you or any third party might suffer that relate to or arise from this Agreement, whether or not anyone anticipated or should have anticipated that the damages would occur. The excluded damages include direct damages, as well as indirect or consequential damages (such as loss of profits, business, goodwill, revenue or anticipated savings).

17.2. Indemnity. You agree to indemnify and hold us harmless in respect of any claim that a third party might bring against us that relates to or arises from this Agreement.

17.2.1. This indemnity includes claims arising from use of your Profile that does not comply with clause 5, or if we transfer your profile to another person, or if another person accesses your profile without your consent.

17.2.2. This indemnity also includes all liability or loss that we might suffer as a result of a claim, including legal costs on the scale as between attorney and own client and any additional legal costs.

**18. Termination**

18.1. Plagiarism. We may terminate your participation in any programme in the event that you are found guilty of plagiarism. Plagiarism is deemed a breach of contract and no refunds will be issued should your participation be terminated.

18.2. Termination for Breach. If you commit any other material breach of this Agreement and fail to remedy the breach within 5 (five) Working Days after having received a written notice to do so, we may terminate this Agreement without further notice to you, and you will not be able to participate further in the programme for which you have registered, and you will not be entitled to any refund of the Programme Fee.

18.3. Right to Claim Damages. Termination of this Agreement will not affect our right to claim damages against you for breach of this Agreement and / or copyright infringement.

**19. Disputes**

19.1. Arbitration. Any dispute between you and us arising out of or in connection with this Agreement will be submitted to confidential arbitration. The arbitration will be held in Cape Town (South Africa), subject to the arbitral law of South Africa. The parties consent to the sole jurisdiction of the High Court of South Africa in adjudicating disputes arising from or connected with the arbitration. The Arbitration Foundation of South Africa will act as the appointing authority.

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19.2. Urgent relief. Nothing will restrict Our right to apply to a competent court for relief should Our Intellectual Property Rights be violated or threatened, and the parties consent to the jurisdiction of the Western Cape Division of the High Court of South Africa for such purposes.

19.3. CPA. If the CPA prevents Us from choosing which tribunal hears disputes with you, then this clause will not restrict you from approaching a tribunal as described in the CPA.

## **20. Force Majeure**

20.1. Neither party will be liable for any delay in performing or any failure to perform any obligations under this Agreement due to any cause beyond their reasonable control, including but without being limited to any of the following: strikes, lock outs or other industrial action, sabotage, terrorism, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, failure of electrical supply, storm, flood, subsidence, epidemic or other natural physical disaster, impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport; any act or policy of any state or government or other authority having jurisdiction over either party, sanctions, boycott or embargo.

## **21. Domicilium and notices**

21.1. The parties choose domicilium citandi et executandi ("domicilium") for the purposes of giving any notice, the serving of any process and for any other purpose arising from this Agreement as follows:

- SSISA at Boundary Road, Newlands, 7700
- You at the address as indicated on the enrolment form. Email: etd@ssisa.com

21.2. Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa.

21.3. Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

- 21.4. Any notice given and any payment made by one party to the other ("the addressee") which:
- Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - Is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the seventh day after the date of posting;
  - Is given by email, shall be deemed (in the absence of proof to the contrary) to have been received within 24 (twenty-four) hours where it is transmitted during normal business hours and within 48 (forty-eight) hours of transmission where it is transmitted outside of those business hours.

<b>Effective Date:</b>	September 2008	<b>Version:</b>	1	<b>Office:</b>	ETD	
<b>Review Date:</b>	1 July 2021	<b>Policy No:</b>		<b>Last Review</b>	4 November 2020	

## 22. Interpretation & General

22.1. Whole Agreement. This Agreement is the whole of the agreement between the parties hereto, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.

22.2. Applicable Law & Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.

22.3. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive the termination or expiry of this Agreement and continue in full force and effect.

22.4. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.

22.5. Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.

22.6. Reading Down. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.

22.7. Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.

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