KZN BUSINESS TRAINING CENTRE

Standard Terms and Conditions

1. General Agreement

1.1 By registering delegates for a course, the client agrees to be bound by these Standard Terms and Conditions.

2. Pricing and Validity

2.1 All quoted prices are exclusive of 15% VAT.

2.2 All quotations are valid for 60 days from the date of the quotation, subject to seat availability on the course at the time of registration.

3. Public Courses

3.1 Courses are presented between 08:30 and 16:00 on scheduled public course dates, at the discretion of KZN Business Training Centre ("KZNBTC"), in either of the following formats.

- **3.1.1** Face-to-face at premises nominated by KZNBTC.
- **3.1.2** Online via Microsoft Teams.

3.2 KZNBTC provides tea, coffee and a light lunch to delegates attending face-to-face courses at KZNBTC's premises. This provision excludes courses held at the client's nominated premises and delegates attending online.

3.3 Where a course is delivered via Microsoft Teams, the client must provide the following for its delegates.

- **3.3.1** An appropriate workstation and a computer with audio and video capability and Microsoft Office installed.
- **3.3.2** A stable internet connection with sufficient bandwidth and speed to use Microsoft Teams throughout the training.
- **3.3.3** Basic instruction before training on how to log in to Microsoft Teams.
- **3.3.4** An IT representative available to assist with any difficulties.

3.4 If the client cannot provide the support specified in clause 3.3.3 or 3.3.4, KZNBTC will assist where possible, provided it receives adequate notice.

3.5 A certificate of attendance will be issued to each delegate who completes the course.

4. Exclusive In-house Courses

4.1 The course will be presented in either of the following formats.

- **4.1.1** Face-to-face at the client's nominated premises in the stipulated area, on dates and at times to be agreed.
- **4.1.2** Online via Microsoft Teams, on dates and at times to be agreed.

4.2 A certificate of attendance will be issued to each delegate who completes the course.

4.3 For face-to-face training at the client's nominated premises, the client must provide the following on site.

- **4.3.1** An appropriate training venue. If KZNBTC's laptops are used for Microsoft Office training, the venue must also meet the following requirements.
  - **4.3.1.1** Sufficient space for the delegates and their laptops.
  - **4.3.1.2** Sufficient, appropriately located power points to avoid health and safety risks to delegates.
- **4.3.2** A functional data projector and screen for PowerPoint presentations.
- **4.3.3** A whiteboard or flip chart.
- **4.3.4** Refreshments for delegates and the facilitator.

4.4 If any equipment specified in clause 4.3 is unavailable, KZNBTC will assist in arranging its supply, provided it receives adequate notice.

4.5 For delegates attending virtual training via Microsoft Teams, the client must provide the following.

4.5.1 An appropriate workstation and a computer with audio and video capability, with Microsoft Office and Microsoft Teams installed.

4.5.2 A stable internet connection with sufficient bandwidth and speed to use Microsoft Teams throughout the training.

4.5.3 Basic instruction before training on how to log in to Microsoft Teams.

4.5.4 An IT representative available to assist with any difficulties.

4.6 Alternatively, the client may arrange a boardroom-style set-up for virtual training.

4.7 If the client cannot provide the instruction specified in clause 4.5.3, KZNBTC will assist where possible, provided it receives adequate notice.

4.8 Each additional delegate above the number quoted for the course will be charged at KZNBTC's current rates.

5. Accredited Courses and Programmes

5.1 **Legacy Services SETA courses.** To receive a certificate of competency and credits, a delegate must attend and complete the accredited course and meet the following requirements.

5.1.1 Complete a Portfolio of Evidence and submit it to KZNBTC's offices for assessment.

5.1.2 Be assessed as competent and have that outcome confirmed by a moderator.

5.1.3 Have the competency outcome further moderated and confirmed by Services SETA.

5.2 The legacy Services SETA course fee includes one assessment and moderation, plus one reassessment if required.

5.3 **QCTO programmes.** This clause applies to all programmes offered by KZNBTC under the Quality Council for Trades and Occupations (QCTO), including occupational qualifications, part-qualifications and occupational skills programmes. To be found competent and be eligible for a Statement of Results and QCTO certification, the following requirements apply.

5.3.1 Learners must meet the enrolment, completion and assessment requirements for their registered programme. These include the prescribed learning components and evidence of workplace experience where applicable.

5.3.2 Learners must meet the requirements for the applicable final assessment and successfully complete it. This may be an External Integrated Summative Assessment (EISA), a trade test or a Final Integrated Supervised Assessment (FISA), depending on the programme.

5.3.3 KZNBTC will issue a Statement of Results where required. Certification is subject to the QCTO's applicable requirements and approval.

6. Intellectual Property, Copyright and Course Materials

6.1 **Format of materials.** KZNBTC will supply notes and training materials electronically or in hard copy at its discretion.

6.2 **Ownership of materials.** All intellectual property rights, including copyright, in course materials, notes, presentations and other documentation supplied in hard copy or electronically remain the sole and exclusive property of KZNBTC or its licensors.

6.3 **Limited licence for personal use.** Course materials are provided solely for the personal and educational use of the registered delegate who attends the course.

6.4 **Restrictions on use.** The client and the delegate may not copy, reproduce, modify, republish, upload, post, transmit or distribute course materials in any form or by any means without KZNBTC's prior written consent.

6.5 **Corporate sharing and internal training.** Electronic course materials may not be hosted on shared corporate servers or intranets, or distributed via internal email networks to employees who are not registered for the course. The client may not use KZNBTC's materials to conduct internal train-the-trainer sessions or subsequent in-house training for its staff.

6.6 **Recording of sessions.** Audio or video recording of any training session, whether delivered face-to-face or via Microsoft Teams, is prohibited without KZNBTC's express written permission.

6.7 **Responsibility for breaches.** The client is responsible for ensuring that its delegates comply with clause 6. KZNBTC reserves the right to claim damages or seek an interdict against any individual or entity found to be infringing its intellectual property rights.

7. Invoicing and Payment

7.1 KZNBTC will issue a tax invoice on receipt of the booking. Payment is due on presentation of the invoice and must be made by electronic funds transfer (EFT) into the KZN Business Training Centre bank account.

7.1.1 Standard Bank, Kloof branch, branch code 045526.

7.1.2 Cheque account number 251638421.

7.2 If the payment terms in clause 7.1 present administrative difficulties, alternative payment arrangements must be agreed before the booking is made.

7.3 If KZNBTC has neither received payment before training nor agreed to alternative payment terms under clause 7.2, it reserves the right to cancel the booking without notice.

7.4 KZNBTC will not issue a certificate of attendance, Statement of Results, competency outcome or any other result to a delegate until the course fee for that delegate has been paid in full.

8. Postponement, Substitution or Cancellation

8.1 **Postponement or cancellation by KZNBTC.** KZNBTC reserves the right to postpone or cancel a course due to circumstances beyond its control. In that event, a full credit will be processed.

8.2 **Exclusive in-house courses.** If the client postpones or cancels a booking, the following charges apply.

8.2.1 Within 14 days but more than 7 days before the scheduled course start date, 50% of the quoted price is payable.

8.2.2 Within 7 days before the scheduled course start date, or on that date, 100% of the course fee is payable.

8.3 **Public courses.** If the client postpones or cancels a booking, the following charges apply.

8.3.1 Within 10 days but more than 3 days before the scheduled course start date, 50% of the quoted price is payable.

8.3.2 Within 3 days before the scheduled course start date, or on that date, 100% of the course fee is payable.

8.4 **Non-attendance.** If a delegate fails to attend training on the scheduled dates, the full course fee remains due and payable without reduction.

8.5 **Application of charges.** The amounts payable under clauses 8.2 to 8.4 are liquidated damages intended to cover KZNBTC's costs and will not be credited towards future course bookings.

8.6 For the purposes of clauses 8.2 and 8.3, days are calendar days counted back from the scheduled course start date.

9. Non-solicitation

9.1 If the client, its staff, an associated company or a subsidiary engages a KZNBTC facilitator for any purpose, directly or indirectly, within 36 months of course completion, the client will be liable to KZNBTC for the full cost of the services received, calculated at KZNBTC's prevailing rates.

10. General and Legal

10.1 **Limitation of liability.** KZNBTC, its facilitators and its employees shall not be liable for any direct, indirect, special or consequential damages, loss of profits or business interruption arising out of the provision of training services.

10.2 **Protection of personal information.** KZNBTC will process delegates' personal information in accordance with South Africa's Protection of Personal Information Act, solely for training administration, internal record-keeping and, where applicable, Services SETA or QCTO learner enrolment, assessment, quality assurance, reporting and certification.

10.3 **Governing law.** These Standard Terms and Conditions are governed by and construed in accordance with the laws of the Republic of South Africa.