

**TERMS AND CONDITIONS
FOR
TRAINING SERVICES**

**THE SAFETY NETWORK (AFRICA) (PTY) LTD
2020/159951/07**



1. Training Services - Terms and Conditions

- 1.1 Unless otherwise agreed to in writing, these terms and conditions represent the only terms and conditions upon which The Safety Network (Africa) (Pty) Limited will provide Training Services to customers.

2. Definitions

- 2.1 “Customer” means the person or entity requesting Training Services from The Safety Network;
- 2.2 “Fees” means the monies due and payable by the Customer for the delivery of Services;
- 2.3 “Training Services” refers to all training services rendered by The Safety Network to the Customer, including but not limited to services relating to health and safety training which includes SETA accredited services and non-SETA accredited services;
- 2.4 “SETA” means the Sector Education and Training Authority, the designated organisation for vocational training in South Africa;
- 2.5 “SETA Accredited Training Services” means those Training Services provided by The Safety Network which meets SETA accreditation standards as set by SETA from time to time; and
- 2.6 “The Safety Network”, means the Safety Network (Africa) (Pty) Limited a South African company with registration number 2020/159951/07 with its registered address at 6 De Villiers Street, Bellville; and
- 2.7 “Non-aligned course” means a training course offered that is not aligned to a Unit Standard and for which no SETA Accreditation was obtained.

3. Appointment

- 3.1 The Customer hereby accepts these terms and conditions and appoints The Safety Network to perform the Training Services to it as detailed in the invoice provided to the Customer and which has been signed as accepted on behalf of an authorised Customer representative.

4. Customer Obligations

- 4.1 It is the Customer’s obligation to ensure that its employees attend the Training Services for which The Safety Network has been contracted;
- 4.2 The Customer is responsible for providing The Safety Network with accurate and timely information in terms of the details of those employees who are attending the Training Services;

- 4.3 The Customer is solely responsible for ensuring that its employee(s) completes the portfolio of evidence required where such training services are for the purposes of obtaining SETA Accredited Training Services;
- 4.4 Should the employee not complete or complete timeously the portfolio of evidence required in terms of SETA Accredited Training Services or should the portfolio of evidence not meet the standards set by the independent moderator or examiner the employee will be deemed to not have completed the SETA Accredited Training Services and accordingly no certification will be issued by the Safety Network or SETA. Where the employee did, however, attend the Training Services the Safety Network will issue a certificate of attendance;
- 4.5 In all instances where paragraph 4.4 is applicable no refunds will be issued, and should the Customer and employee wish to obtain SETA Accredited Training certification the course will have to be paid for again in full and completed by the employee *de novo* i.e. through physical attendance of the workshop and through completion of a new portfolio of evidence;
- 4.6 The Customer must obtain the consent of its employees in terms of the provision of personal information pertaining to such employees as per the Protection of Personal Information Act prior to providing same to the Safety Network and indemnifies the Safety Network from any legal action where no such permission was obtained;
- 4.7 If the Customer requests a Non-aligned course the Customer agrees with The Safety Network that on completion of such course that only a certificate of attendance will be issued, on which certificate it will stipulate that the training provided was done in the form of a workshop; and
- 4.8 If a Non-aligned course is offered no portfolio of evidence is required to be submitted in order to obtain a certificate of attendance.

5. Payment Terms

- 5.1 The Customer is obliged to make full payment upon presentation of The Safety Network's invoice in respect of any Training Services to be rendered. Payment to take place before any training is provided.

6. Cancellations

- 6.1 Cancellations and postponements of any Training Services booked and paid for must be done in writing, either by email, letter, fax or portal;
- 6.2 If less than 5 (five) working days' notice of cancellation is given prior to the commencement date of the Training Services, the full course fee will be forfeited;

- 6.3 If less than 10 (ten) working days' notice is given prior to the commencement date of the Training Services, The Safety Network will refund the customer 50% of the Training Services fee that was paid;
- 6.4 The Customer will be invoiced for the full number of learners it has reserved in terms of the course regardless of the number of learners who physically attend. Refunds shall only be payable in terms of paragraphs 6.1, 6.2 and 6.3 above if the Company has been given more than 10 (ten) working days' notice of a cancellation in respect of a specific employee. The effective date of cancellation or postponement shall be the date upon which The Safety Network (Africa) (Pty) (Limited) has received written notice thereof; and
- 6.5 Refunds in respect of cancelled Training Services will be rendered to the Customer, where due, within 14 (fourteen) days after a refund application been submitted to admin@safenetafrica.co.za.

7. General

- 7.1 These terms and conditions are governed by South African Law and the parties hereby agree to have any dispute arising herein decided subject to the jurisdiction of the High Court of South Africa, Western Cape Division;
- 7.2 Neither party shall be liable for non-performance or delay to the extent that such delay or non-performance is caused by events or circumstances beyond their control. Any party experiencing such force majeure is however required to give the other party written notice immediately upon the occurrence of such event and again when the event has ceased;
- 7.3 The Safety Network shall be entitled to subcontract any Training Services hereof or part thereof in its discretion;
- 7.4 No amendment to these terms and conditions shall be valid or effective unless reduced to writing and signed by both parties; and
- 7.5 The Safety Network may amend these terms and conditions at any time by posting the amended terms and conditions on its website.

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