



**TERMS AND CONDITIONS FOR
CPD COURSES AND PROGRAMMES**

BETWEEN

COURSE PARTICIPANT

AND

PALUCRAFT (PTY) LTD

REGISTRATION: 2014/093627/07

(Hereinafter referred to as the Company)

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By accepting these Terms and Conditions, the Course Participant and/or Sponsor as the authorising signatory hereby confirms that they have read and accepted the Palucraft (Pty) Ltd Terms, Conditions, and Policies below for all Course/Programme Registration:

1. INTRODUCTION

- 1.1. The Course Participant wishes to attend the Course/Programme as described in the Scope of Work.
- 1.2. The Company wishes to accept responsibility to deliver the Course/Programme.
- 1.3. The Company is able to provide the Scope of Work as required by the Course Participant and warrants that he/she is suitably organised, qualified, financed, equipped, and experienced in the provision of the Scope of Work referred to and required in terms of this Agreement.
- 1.4. The parties wish to record their agreement in writing.

2. INTERPRETATION AND DEFINITIONS

- 2.1. In this Agreement, unless the context otherwise indicates, the following words will have the following meanings:
 - 2.1.1. **"the/this Agreement"** means the Terms and Conditions for CPD Courses and Programmes together with the marketing material and annexures thereto.
 - 2.1.2. **"the Company"** means Palucraft (Pty) Ltd, Registration Number 2014/093627/07.
 - 2.1.3. **"the Sponsor"** means the a company, entity, or individual responsible for fulfilling the financial obligation for the Course/Programme on behalf of the Course Participant.
 - 2.1.4. **"the Course Participant"** means the individual who will be taking part in the CPD Course/Programme.
 - 2.1.5. **"CPD course"** means Continuous Professional Development course which is also referred to as a Short Course according to the Council on Higher Education definition.
 - 2.1.6. **"the Scope of Work"** means the deliverables to be provided by the Company as stipulated in Clause 5.
 - 2.1.7. **"the Start Date"** means the date on which this agreement commences, as specified under clause number 3.
 - 2.1.8. **"the Protected Parties"** means the Company and its employees.
 - 2.1.9. **"the Parties"** means the Company, Course Participant, and/or Sponsor.
 - 2.1.10. **"the Intellectual Property"** means the written and graphic content that are developed or used during the execution of the Scope of Work. These also include inventions, trademarks, copyright, literary and artistic works, designs, and symbols, names and images used in marketing and during the delivery of the Course or Programme.
 - 2.1.11. **"Copyright"** means a type of intellectual property that protects original works of the Company as soon as the Company fixes the work in a tangible form of expression. These include photographs, illustrations, musical compositions, sound recordings, computer programs, books, blog posts, movies, architectural works, plays, and all other works developed by the Company.
 - 2.1.12. **"T&C"** means Terms and Conditions as stipulated in this Agreement.

- 2.1.13. **“Registration Date”** means the last day the Course Participant or Sponsor is allowed to complete and submit registration forms either on the Company’s website or by completing the Company’s prescribed registration form.
- 2.1.14. **“Start Date”** means the first day when the Course/Programme commences as stipulated in the Course Brochure, marketing material, or any official communication by the Company.
- 2.1.15. **“End Date”** means the last date of the Course/Programme or the last date the Summative Assessment is due or the date the Certificate of Completion is issued, whichever comes first.
- 2.1.16. **“the Company’s Website”** means www.palucraft-gccstudy.com and www.palucraft.com.
- 2.1.17. **“Late Booking”** means making a booking after the Registration Date as stipulated in the Course Brochure, marketing material, or communication by the Company.

3. AGREEMENT DURATION

- 3.1. Start date shall be the Registration Date.
- 3.2. This agreement will continue until it terminates on the earliest of any of the following dates or events:
- 3.2.1. On the End Date,
- 3.2.2. Upon completion of the Scope of Work, or
- 3.2.3. On written termination of the Agreement within Thirty (30) days written notice by either party.
- 3.3. The Parties further agree that the Agreement may be extended should the need arise on the side of the Company given the demands of the Course/Programme to be delivered by the Company.

4. COOLING OFF PERIOD

- 4.1. The Course Participant or Sponsor may cancel a transaction resulting from any direct marketing without reason or penalty, by notice to the Company in writing, or another recorded manner and form, within five (5) business days after the later of the date on which:
- 4.1.1. the transaction or agreement was concluded, or
- 4.1.2. the goods that were the subject of the transaction were delivered to the consumer.

5. SCOPE OF WORK


- 5.1. The scope of work is limited to the latest content described in the Course/Programme brochure or marketing material communicated to the Course Participant and Sponsor.
- 5.2. It is the responsibility of the Course Participant and Sponsor to confirm with the Company that they are using the latest course/programme brochure or marketing material.
- 5.3. The Company shall not be expected to deliver the scope of work based on an outdated Course/Programme brochure or marketing material.
- 5.4. The Company reserves the right to change Course/Programme content, brochure or marketing material without prior notice.

6. COURSE/PROGRAMME SCHEDULE

- 6.1. The Course/Programme is as provided in the Course/Programme brochure, marketing material, the Company's website, or any other communication made by the Company which may include publishing the Schedule on the Learner Management System.
- 6.2. The Company reserves the right to change the Course/Programme Schedule as they deem fit with prior permission from the Course Participant and Sponsor.

7. COURSE FEES AND PAYMENT TERMS

- 7.1. The Course Fees per Course Participant shall be as indicated in the latest course brochure, marketing material, and the Company's website.
- 7.2. The Course Fees currency is the South Africa Rand.
- 7.3. The Course Fees for South Africa based Sponsors will include a Value Added Tax (VAT) at the prevailing rate as determined by the South African Revenue Services (SARS).
- 7.4. The Course Fees for Courses/Programmes delivered outside of South Africa will have zero VAT.
- 7.5. The Company offers the following payment terms:
 - 7.5.1. **Early bird payment** offers a discount to the Course Fee depending on when the Course Participant or Sponsor concludes registration. Registration in this context means paying the discounted Course Fees in full before the expiry date which is indicated in the course brochure, the Company's website, or marketing material. Alternatively, the Sponsor needs to issue a valid Purchase Order with payment due in less than 30 days from invoicing. The early bird discounts are provided in the course brochure, marketing material, and the Company's website.
 - 7.5.2. **Full payment** is the full Course Fee paid before the Registration Date as described in the course brochure, marketing material, and the Company's website.
 - 7.5.3. **Alternative payment arrangement** offers an option to the Course Participant to make payment in instalments. The instalments are described in the course brochure, marketing material, and the Company's website.
 - 7.5.4. **Corporate/Business Purchase Orders (PO)** are accepted on condition that the payment terms are not longer than thirty (30) days from invoice date and that the PO is valid.
 - 7.5.4.1. The Company reserves the right to request full payment before processing Course Participant further.
 - 7.5.4.2. The Course Participant shall remain liable for full payment of course fees irrespective of their company not paying.
- 7.6. Payment of course fees can be done in the following manners:
 - 7.6.1. Online payment on the Company's website.
 - 7.6.2. Electronic Fund Transfer (EFT) to our Banking Details as provided in the Company's official proforma invoice and tax invoice.
 - 7.6.3. Debit/Credit card payment using the Company's card machine.
- 7.7. The Company does not accept cash payment.

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7.8. Any bank charges incurred or foreign taxes payable to foreign taxation entities are for the account of the Sponsor and Course Participant. The full amount as stated on the invoice is payable to the Company.

8. PALUCRAFT BANKING DETAILS

8.1. The following banking details shall be used to make payments via Electronic Fund Transfer:

Account holder name:	<u>Palucraft (Pty) Ltd</u>
Name of Bank:	<u>First National Bank (FNB)</u>
Account No.:	<u>62747765850</u>
Type of Account:	<u>Cheque</u>
Branch:	<u>Fourways</u>
Branch Code:	<u>251655</u>
SWIFT Code:	<u>FIRNZAJJ</u>

9. REGISTRATION PROCESS

9.1. The Course Registration Form must be completed by all Course Participants.

9.2. The Company has the following Course Registration Forms:

- 9.2.1. **Online Course Registration Form** on the Company's website which is completed by individual applicants who are paying for themselves. Once the payment is processed, the Course Participant is added to the Course/Programme and will receive further communication on the Course/Programme logistics. The Company will issue the Course Participant with the Tax Invoice for their records.
- 9.2.2. **Bulk/Corporate Course Registration Form** included in the Course Brochure for Corporates or Businesses that wish to make payment for their employees/beneficiaries or group of employees/beneficiaries. Once the confirmation of payment date from the PO or the full payment is received, the Course Participants will be added to the Course/Programme and the Course Participants will receive further communication on the Course/Programme logistics.
- 9.2.3. **Payment Arrangement Course Registration Form** included in the Course Brochure for individuals who are paying for themselves using our payment plan:
 - 9.2.3.1. After the applicant makes the non-refundable R500.00 application fee, the Company will initiate the credit check.
 - 9.2.3.2. If the credit check results are satisfactory, an approval letter and proforma invoice for the 40% deposit will be issued to the applicant.
 - 9.2.3.3. Once full payment of the deposit is done, the applicant will be added to the Course/Programme and will receive further communication on the Course/Programme logistics.
 - 9.2.3.4. Invoices for the other instalments will be issued to the Course Participant and the Course Participant shall pay the invoice amounts before the due dates.

9.2.3.5. Failure to make payment on outstanding invoices will result in the Company initiating its Debt Management Policy and Procedure which seeks to give the Course Participant an opportunity to remedy the situation prior to taking legal action or initiating listing with the Credit Bureau.

10. ALTERNATIVE PAYMENT POLICY

- 10.1. Course Participants must complete the Course Registration Form and MIE Background Screening Request Form which are included in the Course Brochure.
- 10.2. The Course Participants will be expected to pay a once-off non-refundable application fee of R500.00. After completing, signing, and submitting the forms to the Company, the following procedure will be followed:
 - 10.2.1. After the applicant makes the non-refundable R500.00 application fee, the Company will initiate the credit check.
 - 10.2.2. If the credit check results are satisfactory, an approval letter and proforma invoice for the 40% deposit will be issued to the applicant.
 - 10.2.3. Once full payment of the deposit is done, the applicant will be added to the Course/Programme and will receive further communication on the Course/Programme logistics.
 - 10.2.4. Invoices for the other instalments will be issued to the Course Participant and the Course Participant shall pay the invoice amounts before the due dates.
 - 10.2.5. Failure to make payment on outstanding invoices will result in the Company initiating its Debt Management Policy and Procedure which seeks to give the Course Participant an opportunity to remedy the situation prior to taking legal action or initiating listing with the Credit Bureau.
- 10.3. Early bird special doesn't apply to the alternative payment arrangement.
- 10.4. The alternative payment arrangement is subject to a credit check and approval by Palucraft management.
- 10.5. The alternative payment arrangement is only applicable to individuals paying for themselves only.

11. CANCELLATION

- 11.1. All Course Participation cancellation must be received in writing.
- 11.2. Cancellation of registration can be done up to 10 business days before the training course takes place.
- 11.3. In the event of cancellation is done before 20 business days before the Course/Programme start date and payment has already been made, the Company will issue a 100% refund or credit for the value paid to be used towards any of the Company's Courses/Programmes which the Course Participant meets the entry requirements. The credit note is only valid for up to 12 months from the date of issue.
- 11.4. In the event the cancellation is done before 10 business days of the Course/Programme start date and payment has already been made, Palucraft (Pty) Ltd will issue a 100% credit for the value paid to

be used towards any of the Company's Courses/Programmes which the Course Participant meets the entry requirements. The credit note is only valid for up to 12 months from the date of issue.

- 11.5. For any cancellations received less than 10 working days before the training course takes place, the full fee is payable and no credit notes or refunds will be given.
- 11.6. No refunds or credit notes will be given to Course Participants who do not cancel or fail to attend the training course under any circumstances.
- 11.7. If the Course Participant does not cancel/transfer and/or fail to attend for any reason, the Course Participant is still responsible and liable for the full payment. This clause is also applicable if the Company has received a signed registration form, invoice issued and still awaiting full payment or a PO.
- 11.8. Failure to pay does not constitute a cancellation.

12. DISCOUNT POLICY

- 12.1. The Company's discounts are time sensitive.
- 12.2. In the event the Company does not receive full payment by the date stipulated on the Course/Programme brochure or invoice, the Company reserves the right to re-invoice the Course Participant at the Normal Price, which will then be payable and payment of the discounted rate will no longer be accepted.
- 12.3. Multiple booking discounts only apply when Course Participants are all registered at the same time and they may not be used in conjunction with any other special discount or offer which may be offered from time-to-time.
- 12.4. Unless otherwise stated, any discount available on any training course may not be used in conjunction with any other special offer or discount which may be offered from time-to-time.

13. LATE BOOKING

- 13.1. The Company will accept late booking up to two days before the Course/Programme start date.
- 13.2. The Course Participant or Sponsors accepts that in the event of late booking:
 - 13.2.1. As the preparation of the Course/Programme takes place in good time, any late bookings for Course/Programme may incur additional courier and other fees. The fees will be added to the invoice at the time of registration.
 - 13.2.2. The Company will not be held responsible for any issues relating to the service or lack thereof by any courier company.
 - 13.2.3. Dietary or any other requirements may not be fully fulfilled when late booking is done.
- 13.3. It is encouraged to make any registrations in good time to avoid any additional surcharges.

14. RIGHT OF ADMISSION RESERVED

- 14.1. The Company reserves the right to refuse any potential Course Participant to register for and/or attend any Course/Programme if the Company believes that the attendance of that Course Participant may disrupt or in any way interfere with the quality of the Course/Programme or for any other reason the Company deems fit.
- 14.2. The Company reserves the right to refuse admission to any Course/Programme if evidence of full payment cannot be shown.

15. COURSE PARTICIPATION TRANSFERS

- 15.1. The Course Participant is entitled to one (1) free transfer from the original Course/Programme on which the Course Participant was registered to another Course/Programme. However, if the newly requested dates are sold-out the Company reserves the right to transfer the Course Participant to the next available open dates or to an alternative Course/Programme.
- 15.2. No transfers will be accepted 10 business days prior to the start of any Course/Programme.
- 15.3. A transfer request received less than 10 business days prior to the start of the Course/Programme will be charged a Late Transfer Fee of R1500 + 15% VAT.
- 15.4. All transfer requests shall be made in writing and will be confirmed via email only.
- 15.5. Transfers will only be accepted where full payment of the registration fee and/or the Late Transfer Fee can be shown. In the event of any amount being outstanding the original invoice will have to be settled as well as any Late Transfer Fee Invoice before transfer is made.
- 15.6. No cancellations will be accepted for registrations which are transferred.

16. COURSE PARTICIPANT SUBSTITUTION CONDITIONS

- 16.1. The registered Course Participants may be substituted at any time prior to the Course/Programme Start Date and will not incur any additional charges.
- 16.2. The Course Participant substitution notification shall be sent in writing in order to facilitate the substitution.
- 16.3. Under no circumstances shall substitutions be allowed after the Course/Programme Start Date.
- 16.4. The Course participant is required to attend the course from the beginning to the end.

17. DEBT MANAGEMENT POLICY AND PROCEDURE

- 17.1. The Company will initiate the listing of non-payer with the Credit Bureau when the following conditions apply:
- 17.1.1. A Final Demand Letter has been sent to the non-payer and they haven't responded within the required time.

- 17.1.2. The Company has tried all avenues of debt collection and list the non-payer to the Credit Bureau is the last and necessary resort.
- 17.2. Before submitting non-payer to the Credit Bureau, the following conditions must be met:
- 17.2.1. The debt is not less than R100.00.
- 17.2.2. A Final Demand Letter or a Section 129 was sent to the non-payer.
- 17.2.3. Twenty-eight (28) days to allow the non-payer to respond has lapsed.
- 17.2.4. Three (3) month billing cycle has lapsed
- 17.3. All the legal costs incurred during recovery of non-payment proceedings shall be the responsibility of the non-payer.

18. LEGAL DECLARATION OF INDEMNITY

- 18.1. The Company's planning for Courses/Programmes takes place well in advance and all information is correct at the time of publication.
- 18.2. The Company reserves the right to change the date, location or Course/Programme Leader and if necessary to cancel, postpone or reschedule the Course/Programme without notice; however the Company will undertake to advise all Course Participants of any changes in writing as soon as possible.
- 18.3. In the unlikely event that the Company cancels, postpones or reschedules the Course/Programme for any reason, the Company will automatically give you a 100% credit note for the cancelled days to the value of monies received which can be used over the next 12 months only and we hereby disclaim any further liability.
- 18.4. Acknowledgement is made that the Company and any of its divisions does not accept responsibility for damage or loss in respect of property of the applicant or in respect of property brought onto the Company's venues (rented or otherwise) by the applicant.
- 18.5. In the event of negligence by the Company or its employees or representatives, the Company's third party insurance provisions shall be initiated to cover damages up to a value of R100 000.00. Claims must be submitted in writing.
- 18.6. The Course Participant shall be liable of any damages caused by the Course Participant while at the Company's property or premises or premises leased/rented/booked by the Company.
- 18.7. The Course Participant undertakes to be bound by the rules, regulations, terms, conditions and policies of the Company for the time being in force, including the rules and regulations of any property of third parties during the orientation period and for any period during which the applicant is a participant in any of the Courses/Programmes.
- 18.8. The Course Participant declares that he/she will furnish the Company with all the information required to make an informed decision about his/her admission.
- 18.9. The Course Participant undertakes to pay unconditionally all fees, charges and equipment surcharges payable to the Company as they fall due for payment.
- 18.10. Non-attendance will not result in a reduction of fees, nor will it absolve the Course Participant or Sponsor from full liability for the payment of fees.

- 18.11. Amendments to the registration or contract may be made only with the written consent of the Company.
- 18.12. The participant agrees to be bound by the rules of due performance. The Company reserves the right to exclude the Course Participant from an examination or withhold examination results if his/her due performance requirements have not been met, without in any way detracting from the right of the Company to recover fees payable.
- 18.13. No fees will be paid via instalments unless otherwise authorised in writing by the Company.
- 18.14. Access to the Learner Management System (LMS) will be for a duration as stipulated in the Course Brochure or otherwise communicated by the Company. The Company reserves the right to withdraw access to the LMS for any reason it deems appropriate and without prior notice.
- 18.15. The Course Participant and Sponsor indemnifies the Company against all losses, damage, claims and costs (including costs on attorney and own client basis) arising out of any act of omission on the part of the Course Participant and Sponsor which is connected in any way with the agreement and/or obligations.

19. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

- 19.1. The Company an Exempted Micro Enterprise (EME) and strives to maintain a BBBEE Level 1 which has a 135% recognition level.
- 19.2. The Course Participant or Sponsor may request the Company's latest BBBEE Certificate and it will be provided.
- 19.3. The CPD Courses/Programmes offered by the Company are a Category F (Informal Training) in terms of the Skills Development Expenditure Learning Programme Matrix.
- 19.4. In the event the Sponsor is an organisation, they can claim 25% of the value of the training towards the Skills Development Expenditure in their BBBEE reporting.

20. NQF RATING AND CONTINUOUS PROFESSIONAL DEVELOPMENT (CPD) POINTS

- 20.1. The Company's CPD Courses/Programmes are classified as short courses and result in a certificate of completion issued by the Company.
- 20.2. In line with the regulations of the CHE (Council on Higher Education) the short courses are not aligned to, or allocated NQF levels or credits as the short courses do not lead to full qualifications.
- 20.3. The NQF system is important from an articulation standpoint (moving from one qualification to another). The short courses are designed to offer practical, workplace-relevant skills and not as a vehicle for articulation into qualifications.
- 20.4. The Company specialises in short courses relevant to Engineers, Technicians, and Artisans working in the mining, manufacturing, and construction industry. Course Participants registered with the Engineering Council of South Africa can submit CPD point claims with ECSA.
- 20.5. The Company provides all the information required to submit the CPD claim with ECSA.

21. PROFESSIONAL INDEMNITY

- 21.1. As a way to assure the safety and reputation of the Course Participant, the Company wishes to confirm that it has professional indemnity insurance in place.
- 21.2. It should be categorically stated that the content in the Company's Courses/Programmes is not professional advice unless otherwise explicitly stated.
- 21.3. All claims for alleged negligence or breach of duty arising from an act, error, or omission in the performance of professional services shall be done in writing as soon as the incident occurs and not later than 30 days from the incident happening.

22. THIRD PARTY LIABILITY

- 22.1. As a way to assure the safety of the course participant, the Company wishes to confirm that it has third party insurance covering the Company's training venue.
- 22.2. In the event the Company uses another venue, the Company only books the venue if there is third party insurance in place that has similar cover to the Company's insurance.
- 22.3. The Company's third-party insurance covers the costs of the damages to Course Participant's vehicles, property, or bodily injury as a result of negligence by the Company or its employees.
- 22.4. All third party claims must be submitted in writing to the Company as the soon as the incident occurs and not later than 14-days from the incident happening.

23. INTELLECTUAL PROPERTY AND COPYRIGHT


- 23.1. The Company will provide the Course Participant with learner material to allow the Course Participant to fulfil the objectives of the Course/Programme.
- 23.2. The Company will deliver the course material to allow the Course Participant to fulfil the objectives of the Course/Programme.
- 23.3. The Company has 100% intellectual property on all learner and course material related to the Course/Programme.
- 23.4. The Course Participant and Sponsor shall be subject to the Company's Secrecy and Non-Disclosure policy.
- 23.5. The contents of the learner material, course material, brochures, marketing material, and other intellectual property and copyrighted material are privileged and may not be disclosed or reproduced without the express authorization of the Company.
- 23.6. In this regard, the attention of every reader or recipient of the information or intellectual property or copyright material is drawn to the provisions of the Intellectual Property and Copyright Policy, which follows, the contents of which shall be binding on such reader and/or recipient.
- 23.7. For purposes of this Policy a Doer/Transgressor shall be deemed to mean any person, including without limitation any reader, who has access to any ideas, plans, models and/or intellectual property

contained in the learner material, course material, brochures, marketing material, and copyrighted material.

- 23.8. Any unauthorized reproduction, adaptation, alteration, translation, publication, distribution or dissemination (including, but not limited to, performances in public, broadcasting and causing the work to be transmitted in a diffusion service) of the whole or any part of the learner material, course material, brochures, marketing material, and copyrighted material in any manner, form or medium (including, but not limited to, electronic, oral, aural, visual and tactile media) whatsoever will constitute an act of copyright infringement in terms of the Copyright Act 98 of 1978 and will make the Doer/Transgressor liable to civil action and may in certain circumstances make the Doer/Transgressor liable to criminal prosecution.

24. SECRECY AND NON-DISCLOSURE

- 24.1. During the currency of this agreement, or after termination thereof, the Course Participant and Sponsor:
- 24.1.1. shall not disclose to any other person, business, or legal entity for whatever reason,
- 24.1.2. unless authorized by the Company in writing, shall not share any of the dealings, business, trusts, secrets, accounts, financial affairs, confidential information relating to other Companies' employees, and associates or any other information whatsoever having a relational reference to the concerns of the Company.
- 24.2. The Course Participant and Sponsor shall not, during the currency of this agreement or after the termination thereof, for his/her own benefit or the benefit of any other person, use or derive any profit from:
- 24.2.1. Any informational knowledge in relation to the business or affairs of the Company acquired by reason of his/her as Course Participant or Sponsor to the Course/Programme, and
- 24.2.2. Any confidential information of the Company.
- 24.3. All documents, information, schemes, methods, presentations, and ideas devised by or for the Company or used by the Company shall be secret and confidential.
- 24.4. The documents, information, schemes, methods, presentations, and ideas shall always remain exclusive property of the Company.
- 24.5. If such documents, schemes, methods, and presentations are furnished to the Course Participant or Sponsor, they shall remain in his/her possession and under his/her control until required to deliver same back to the Company, which the Course Participant or Sponsor shall be obliged to do on demand or on termination of this agreement, whichever is the soonest.
- 24.6. The Course Participant and Sponsor undertake to take all reasonable precautions against and use his/her best endeavours to prevent the same being learnt by unauthorized persons.

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25. COMPANY PROCEDURES

25.1. The Company will communicate the relevant policies, procedures, and guidelines to allow the Course Participant to successfully complete the Course/Programme.

26. RELATIONSHIP

26.1. The relationship between the Company and the Course Participant and Sponsor is that of a Service Provider and Customer. The Company is the Service Provider and the Course Participant and Sponsor are the Customers.

26.2. The Course Participant will also be classified as a Learner or Student of the Company and will be bound by the Learner policies and procedures.

27. TERMINATION

27.1. Notwithstanding anything to the contrary, this Agreement may be terminated:

27.1.1. Without notice, on expiry of the of Agreement; or

27.1.2. Prior to the expiry of the Agreement, by either party giving the other written notice period of Thirty (30) days; or

27.1.3. Subject to the above notice periods, by the Company, in the event of the Course Participant's incapacity; or

27.1.4. Summarily, if the Course Participant is found guilty of a serious transgression; or

27.1.5. With or without notice for any other reason recognised by law as sufficient.

27.2. Notice of termination shall be in writing.


28. ENTICEMENT

28.1. The Course Participant and Sponsor shall not during the period of the agreement with the Company or thereafter, persuade, induce, encourage or procure any Employee employed by the Company to terminate such employment or become employed by or directly or indirectly in any way interested in or associated with any person, firm or company conducting a business of the kind conducted by the Company.

29. TELEPHONES, ELECTRONIC MAIL, INTERNET ACCESS, AND OTHER FACILITIES

29.1. The Course Participant acknowledges that these facilities belong to the Company.

29.2. These facilities may be placed at the disposal of the Course Participant for purposes related to the Course/Programme and not for personal and/or private use.

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29.3. The Course Participant hereby authorizes the Company to record and/or monitor any telephone and/or electronic mail correspondence and/or internet access, conductor, and equipment of which the Company is the owner.

30. CHANGE OF ADDRESS

30.1. The Sponsor is required to notify the Company in writing within thirty (30) day of any change of address.

31. NOTICE OF DOMICILIA

31.1. All notices to be given in terms of this agreement shall be in writing and shall be delivered by hand or sent by prepaid registered post or sent by email:

31.1.1. The Company's contact details:

Willow Wood Office Park, Block A

220 Third Street

Chartwell

Sandton

2023

Or via email to info@palucraft.com

31.1.2. Course Participant and Sponsor addresses shall be included in the Course/Programme Registration form.

31.2. The physical addresses the parties select as their domicilium citandi et executandi.

31.3. Each party shall be entitled at any time to change its domicilium to any other physical address within the Republic of South Africa, provided that such change shall take effect only upon delivery or deemed delivery of notice thereof to the other party.

31.4. Any notice shall, if delivered by hand during normal business hours to the person apparently in charge of the premises selected by the addresses of the delivery of notice, be deemed to have been received on the date of delivery and if sent by prepaid registered post, be deemed to have been received Seven (7) days after posting.

31.5. Notwithstanding the above, any notice received by the party to whom it is addressed shall be adequate notice to it.

32. DISPUTE RESOLUTION

32.1. Any dispute arising from or in connection with this Agreement shall (with the exception of urgent relief claimed from a court of competent jurisdiction):

32.1.1. in the first instance be referred to mediation acceptable to both parties; and

- 32.1.2. failing resolution by mediation, shall be finally resolved in accordance with the rules of the Arbitration Foundation of South Africa by an arbitrator or arbitrators appointed by the Foundation; and
- 32.1.3. the costs of such mediation and arbitration shall be shared by both parties, unless otherwise ordered by the arbitrator.

33. FORCE MAJEURE

- 33.1. No party will be liable for failure to perform any obligation in terms hereof in the event and to the extent the such failure is caused by force majeure.

34. MISCELLANEOUS LEGAL PROVISIONS

- 34.1. This agreement contains all the express provisions agreed on by the parties regarding the subject matter hereof, and the parties waive the right to rely on any alleged express provision not contained herein.
- 34.2. No party may rely on any representation which allegedly induced that party to enter into this agreement unless the representation is recorded herein.
- 34.3. No agreement varying, adding to, deleting from, or cancelling this agreement and no waiver of any right under this agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
- 34.4. No relaxation by a party of any of its rights in terms of this agreement at any time shall prejudice or be a waiver of its rights (unless it is a written waiver) and it shall be entitled to exercise its rights thereafter as if such relaxation had not taken place.
- 34.5. No party may cede any of its rights or delegate or assign any of its obligations in terms of this agreement, without the prior written consent of the other parties.
- 34.6. This agreement shall be governed by and construed according to the law of South Africa.
- 34.7. This agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same agreement.
- 34.8. Heading of clauses are inserted for the purpose of convenience only and shall be ignored in the interpretation of this agreement.
- 34.9. Unless inconsistent with the context, word signifying any one gender shall include the other, words signifying the singular shall include the plural and vice versa and words signifying natural persons shall include artificial persons and vice versa.

35. GENERAL

- 35.1. The Course Participant and Sponsor acknowledges that he/she has not been induced to sign this contract by any representation made to his/her by any person/s and hereby confirms that he/she has signed this contract on his/her own free will.
- 35.2. The parties agree that the terms and conditions stated herein shall constitute the whole agreement between the parties and no variation of this agreement shall be valid unless reduced to writing and signed by the parties.
- 35.3. No relaxation allowed by the Company at any time be deemed to be a waiver or in any way prejudice the Company's rights in terms hereof.
- 35.4. The Course Participant and Sponsor acknowledges that by submitting a signed registration form or submitting an online registration form is deemed to accepting this Agreement.

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