

## Training Course Terms and Conditions

This page (together with the documents referred to on it) defines the terms and conditions on which we enable you to make a booking for a place on any of our courses ('Events') listed in our publications, flyers, e-newsletters, social media and on our website. Please read these terms and conditions carefully before booking any of our Events. **You should understand that by booking any of our Events, you agree to be bound by these terms and conditions.**

Please understand that if you refuse to accept these terms and conditions, you will not be able to book any of our Events.

### 1. PRICE AND PAYMENT

The price of any of our Events are available on our website. Prices listed are inclusive of VAT (if VAT is applicable) at the prevailing rate unless otherwise stated.

Prices are liable to change at any time, but changes will not affect bookings in respect of which we have already sent you a Booking Confirmation, except in cases of obvious error.

To successfully process your online booking, we will take your name, address and other details and then send you an invoice by email.

**Payment shall be due strictly in accordance with our standard invoice terms (thirty days from date of invoice, or 7 days prior to the commencement of the Event, whichever is sooner). Delegates will not be permitted to attend a course unless full payment has been received before the course commences.**

### 2. SPECIAL OFFERS

We reserve the right, from time to time, to run special promotional offers on events. Special Offers may include, but are not limited to, price promotions. In the event of a Special Offer, additional terms and conditions may apply which will be made available at the time of booking.

### 3. CONFIRMATION OF BOOKING

After making a booking you will receive an e-mail from us acknowledging that we have received your booking request. **Please note, your booking is not confirmed until full payment has been received.**

The contract between us ('Contract') will only be formed when we send you the Booking Confirmation and receive full payment. Should there be a limited number of places at each Event these will be allocated in order of receipt of bookings.

### 4. JOINING INSTRUCTIONS

You will receive joining instructions confirming timings and venues once your booking has been processed. If you have not received this one week prior to the event please contact us. Prior to contacting us, please ensure you have checked your email inbox as well as your spam and junkmail, just in case the joining instructions have been sent to these inboxes by your email client.

### 5. CODE OF CONDUCT

The Compliance Academy (Pty) Ltd requires all delegates to abide by a Code of Conduct when attending an event. By agreeing to the terms and conditions of booking you are also agreeing to conduct yourself safely, professionally and respectfully in line with this [Code of Conduct](#).

## **6. COURSE/EVENT CONTENT**

Where applicable, we reserve the right to amend the published programme of an Event (but not the overall content), for example to timings and/or speakers if one of the advertised speakers is unable to attend. In such cases, you will not be entitled to a refund if you cancel your place.

## **7. COURSE/EVENT VENUE**

Our Events are held at a number of venues including virtual events. You acknowledge that we may have to change the published venue for the event for reasons beyond our control and in such cases, you will not be entitled to cancel unless the change in venue represents a significant disadvantage to you.

You are liable for any loss or damage which you may cause to our premises or that of the external venue and agree to adhere to all housekeeping rules, procedures and policies (including policies as to behaviour and conduct) that may be in place at any venue from time to time.

If you have a disability or medical condition that requires special arrangements to be made, or specific dietary requirements, please notify us of your requirements when making your booking.

## **8. VIRTUAL COURSES AND EVENTS**

In response to the COVID 19 restrictions and continued by popular demand, The Compliance Academy offers Virtual events. Currently we are using Microsoft Teams or Zoom to deliver these events online. Both platforms are GDPR compliant with full end-to-end encryption.

We have assessed the associated risks of using an online platform and the implications for GDPR legislation. We have taken advice and we are confident that we have mitigated against any risks associated with using an online platform and have implemented the following measures:

- All meetings are password protected.
- All meetings use the waiting room to allow us to screen attendees before they are admitted
- Attendees are advised not to share the meeting link
- A member of The Compliance Academy staff monitors and is present for the duration of all events
- We have procedures in place to deal appropriately with any issues and all staff are briefed on this
- We do not use Teams or Zoom registration therefore no personal data is passed on to them by The Compliance Academy
- The Compliance Academy has the ability to remove any attendee if their behaviour is deemed inappropriate
- Participants are made aware if the meeting is to be recorded

## **10. OUR CANCELLATION AND REFUND POLICY**

### **In-person events**

Cancellations received in writing more than one month but less than 3 months before the Event, will be subject to a 50% administration fee. No refunds will be made for cancellations less than one month prior to event or for non-attendance. If cancellation by the delegate is prior to 3 months before the event - the delegate shall be entitled to a refund of fees paid less 10% administration fee. Substitutions received in writing can be made at any time provided that the substitute attendee meets any applicable eligibility criteria for the relevant Event.

We reserve the right at any time and without prior warning to change the venue of the Event and/or Speakers from those described in the programme. We also reserve the right in our absolute discretion, to cancel your booking where we need to do so due to circumstances outside of our control (including, but not limited to, situations where sufficient numbers have not booked for the Event or the speakers are unavailable or cancel the Event or if you are more than 30 days in arrears with any payment due to us, or if it may prejudice our reputation). We shall have no liability for losses or costs which you may incur due to such cancellation but we shall refund your booking payment (in full as soon as possible) or offer you an alternative Event if one is available. You have the choice of accepting the refund, a credit note or attending the alternative Event.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase but reserve the right to refund using an alternative method.

### **Virtual events**

Virtual events often have a much shorter timescale between when booking opens and the event takes place. There are also fewer individual costs associated with the attendance of a virtual attendee than there are with an in-person one.

In the cases where no additional resources have been purchased for the attendee, such as a licence to use software or to grant access to a platform, or that places were not limited on the number that could attend (e.g. a training course) The Compliance Academy intend to provide a full refund if it is requested at least 3 weeks prior to the start of the event.

If the refund is requested for a limited capacity event or training course or if licences have been purchased, The Compliance Academy will provide a refund on the condition that we are able to resell the reserved place at the event and that the refund request has been made 3 weeks prior to the event.

### **11. RIGHTS IN MATERIALS**

All copyright and other rights (including all intellectual property rights) in materials provided to you during or for the purposes of any of our Events (including, without limitation, course notes, slides, brochures, articles or case studies) are the property of The Compliance Academy or of our speakers. You are entitled to use such materials only for your own personal use. You are not entitled to copy such materials (except as permitted by law) nor are you entitled to use or authorise others to use such materials for any commercial purposes.

### **12. IMAGES**

We often take photographs at events for marketing purposes. By attending an event, you are giving us permission to use images in which you may be present. In addition, these images may be shared and stored on third-party platforms. Should you not wish to appear in any images, please notify The Compliance Academy representative at the event.

### **13. OUR LIABILITY**

Event attendees shall be required to keep their personal belongings with them at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on our premises or at external venues save for any damage caused by our negligence in which circumstances our liability shall be limited to the amount of our insurance for such losses.

We will not be responsible to you or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from our actions.

Nothing in these online event booking terms and conditions excludes our liability to you for personal injury or death caused by our negligence.

### **14. EVENTS OUTSIDE OUR CONTROL**

The Compliance Academy shall not be liable for the delay or cancellation of an event if the delay or cancellation is caused by circumstances or events outside our reasonable control. A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes (without limitation) the following:

- Strikes, or industrial action.
- Riot, terrorist attack or threat of terrorist attack, war.
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- Impossibility of the use of public or private telecommunications networks; and
- The acts, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

### **15. WRITTEN COMMUNICATIONS**

We will contact you by e-mail or provide you with information by posting notices on our Website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

### **16. PRIVACY**

Our [Privacy Policy](#) explains how we will use the information which you have provided to us.

### **17. PUBLICITY**

We may use photographs taken at Events in publicity and marketing materials, including use on our Website. Your attendance at an Event may mean that you are featured in such photographs and you

are deemed not to object to the taking of such photographs as detailed above. If you do not wish to be included in any photograph, please notify the RMS representative at the relevant Event prior to the photographs being taken.

#### **18. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.