

## 1. DEFINITIONS

- 1.1 'SUKAVANA' is SUKAVANA cc, Cultural Coaching & Consultancy, situated at Louw Road, Penzance, 7806 Hout Bay, Cape Town, South Africa, registered in South Africa, RegNo 2011/045036/23. PQAfrica is a product of SUKAVANA cc.
- 1.2 'Applicant' means an individual or company who wishes to enrol on a SUKAVANA course or event.
- 1.3 'Participant' and 'delegate' are used interchangeably and means an individual or company who has submitted an Application or course booking whose payment has been received (where relevant) and who has been accepted onto the course.
- 1.4 'Event', 'Course', 'Programme', 'Workshop' are used interchangeably and mean the entire training programme for which a single fee is charged and to which an applicant commits.
- 1.5 'Module' means one or more consecutive training days that make up a series of non-consecutive training events to form a single course or programme.
- 1.6 'Start of Programme' means the calendar day of the first day of the programme or course.
- 1.7 'Commencement Date' means the calendar day when the contract between SUKAVANA and the applicant is agreed (in writing).
- 1.8 'Bundle' means a set of 1-1 sessions which are booked together in a group of 3 or more.

## 2. BASIS OF AGREEMENT

2.1 These terms apply to any course or event offered by SUKAVANA. Such courses may include, but are not restricted to:

- i. Action Set Facilitator Training
- ii. Coaching Lock-In
- iii. Virtual Lock-In
- iv. Training / Coaching Group
- v. Virtual Training / Coaching Group

2.2 Any bookings using the online registration forms, which you seek to place with SUKAVANA through SUKAVANA's or PQAfrica's website or otherwise constitutes an offer by you to purchase a place on the relevant Course subject to these terms and conditions to the exclusion of all other terms and conditions.

2.3 Your booking shall only be deemed to be accepted by SUKAVANA when SUKAVANA notifies you in writing, usually by email, that your application is approved on which date (the Commencement Date) a contract between you and SUKAVANA shall come into existence on the basis of these terms and conditions and any additional terms set out in SUKAVANA's notification of approval (the Contract).

2.4 The Contract constitutes the entire agreement between you (the participant) and SUKAVANA. You shall not be entitled to rely on any statement, promise or representation made or given by or on behalf of SUKAVANA which is not set out in the Contract.

2.5 Any example coaching or training sessions or presentations, descriptive matter or advertising issued by SUKAVANA and any illustrations or descriptions of the Courses contained in our catalogues, brochures or website are issued or published for the sole purpose of giving an approximate idea of the Courses described in them. They shall not form part of the Contract or have any contractual force except where expressly provided in these Terms and Conditions.

## 3. SUPPLY OF SERVICES

3.1 We shall have the right to make any changes to the Course which are necessary to comply with any applicable law or safety requirement which do not adversely affect the nature or quality of the Course, or which we consider desirable or appropriate in connection with the Course.

## 4. CHARGES AND PAYMENT

- 4.1 The Course fees (the Charges) shall be as described in each individual proposal / contract at the Commencement Date.
- 4.2 Payment in full of fees shall be received by SUKAVANA in cleared funds no later than 4 weeks before date of commencement of the course (except for late applicants) **unless otherwise agreed**. Our standard payment terms are to invoice you for a non-refundable deposit payment of ZAR 1.000 (no VAT) the remainder is payable no later than 4 weeks prior to the event. An invoice and reminder will be sent.
- 4.3 Should the Charges not have been paid in accordance with the Contract you will not be permitted to commence the Course.
- 4.4 It is the responsibility of the applicant to confirm his/her place by making payment.
- 4.5 SUKAVANA is currently not VAT registered.
- 4.6 Payment of residential costs and meals (not stipulated as included in the event) are in addition to the course fees and your own responsibility to arrange and pay for.
- 4.7 Interest will be charged at the rate of 8% above Base Rates of South Africa Reserve Bank for late payment.
- 4.8 To qualify for Early Bird pricing incentives and other marketing incentives, payment in full must be received by the specified Early Bird or incentive date. The full published programme price will become payable if payment is not received by this specified date.
- 4.9 The full ZAR price as detailed on the invoice is payable in order to secure a place. Due account should be taken when making payment to ensure that any bank transfer charges are added to the payment and enough local currency should be made available to ensure the full ZAR amount is received by SUKAVANA when calculating the exchange rate at the date of transfer.
- 4.10 Subject to clause 6, Charges are non-refundable.
- 4.11 Where a staged payment plan is agreed, they are subject to a ZAR 100 administration charge per invoice or payment.
- 4.12 Where a programme is terminated part way through an administration charge of ZAR 300 is payable and will be retained from any refund that may be due.

## 5. TRANSFERS

- 5.1 Transfers to later programmes are at the discretion of SUKAVANA.
- 5.2 Should the Participant wish to transfer to a later Programme, SUKAVANA has a policy to apply charges depending on the length of notification given in writing.
- 5.3 Written notification is required, by email or post.
- 5.4 The transfer option only applies to Participants who are transferring to a different date for the same type of Programme and is subject to the same type of programme being available.
- 5.5 Participants must specify their choice of transfer date at the time of transfer.
- 5.6 The option to transfer can only be used once, after which non-attendance will be treated as a cancellation and all payments will be due.
- 5.7 If a Participant uses the transfer option, the original Programme invoice and the transfer invoice remain due, if the transfer reservation is subsequently cancelled the standard SUKAVANA cancellation penalties will apply.
- 5.8 Participants may not transfer to a module on a later programme. Attendance at each scheduled Module for the Programme booked and the Assessment Day(s) are required in order to successfully complete the programme. Exceptions will be handled on an individual basis, be subject to availability, carry an additional charge to cover the administrative costs incurred and are at the sole discretion of SUKAVANA.
- 5.9 Programme transfer requests received:
- 5.10.1 more than 40 days in advance of the start of the programme — no charge
- 5.10.2 15 to 40 days in advance of the start of the programme— 25% transfer charge of full programme fee
- 5.10.3 less than 15 days in advance of the start of the programme — 50% transfer charge of full programme fee.

## 6. SUBSTITUTIONS

6.1 Depending on the circumstances, SUKAVANA may agree to switch a Participant who is booked onto a Programme or Workshop with another Participant from the same organisation or company. A fee of 10% of the total cost of the Programme or Workshop will be charged to make the changes.

## 7. CANCELLATIONS, TRANSFERS & REFUNDS

7.1 A participant may cancel the Agreement by giving notice in writing at any time up to 8 weeks before the Commencement Date at no cost - unless otherwise agreed. SUKAVANA will refund 100% of the fees or deposit. 6-8 weeks before commencement of the course we will refund 50% of the fees or deposit. Notice of cancellation given less than 4 weeks before the start of the course will not be refunded.

It is the participants responsibility to ensure and confirm that any notice of cancellation has been received by SUKAVANA and that you have received an acknowledgement of receipt from SUKAVANA.

7.2 In the event of a participant being unable to attend a course on the dates originally booked SUKAVANA will use reasonable endeavours to accommodate requests for transfers to alternative dates or alternative courses but shall be under no obligation to grant such requests. If it is not possible to arrange for you to attend an alternative course any deposit or fees paid will be retained by SUKAVANA.

7.3 Substitute participants cannot be used.

7.4 If a Participant is unhappy with the course and feels that it does not meet the description given by SUKAVANA, the Participant must notify the course facilitator by end of first day of the course. The reasons for dissatisfaction will be noted and if the reasons are deemed reasonable by SUKAVANA, a full refund will be given for the total amount paid for the course.

7.5 SUKAVANA reserves the right to cancel Workshops, Programmes or Retreats as necessary. If a Workshop, Programme or Retreat must be cancelled, SUKAVANA will make every reasonable effort to reschedule to an alternative date and will automatically move confirmed bookings to the alternative date. SUKAVANA will provide the Applicant with as much notice as is possible given the circumstances for the date change. Notice will be given in writing (email or post).

7.6 If a Participant is unable to attend the alternative date, SUKAVANA will provide a full refund for the amount paid for the Programme, Workshop or Retreat. Subject to an administration fee – see clause 4.12.

7.8 SUKAVANA reserves the right to cancel Programmes, Workshops or Retreats, revise dates, times and fees or substitute facilitators or attending faculty as necessary.

7.9 If SUKAVANA changes the venue of a Programme, Workshop or Retreat, even at short notice, SUKAVANA will not reimburse travel or accommodation costs, associated with changes.

## 8. SICKNESS AND ILL HEALTH

8.1 If the performance of any of SUKAVANA's obligations under the Contract is prevented or delayed due to sickness or ill health, or the sickness or ill health of any of SUKAVANA's employees, agents or subcontractors we shall inform you as soon as is reasonably practicable and such sickness or ill health shall constitute a Force Majeure Event for the purposes of clause 11.1.

## 9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

9.1 SUKAVANA have spent considerable time and money in the development of our coaching and training systems and processes and all the information which we, our employees, agents or subcontractors provide in relation to the Course and in the materials, including but not limited to information provided orally, in writing or electronic form and delivered in lectures, seminars, discussions, coaching and training sessions (the Materials). You acknowledge and agree that such information and materials may be confidential in nature and contain valuable trade secrets, technical and commercial know-how, specifications, inventions, processes and initiatives. You shall not make or permit the making of any copies, reproductions, recordings, interpretations or analysis of course materials and shall restrict disclosure of any confidential information to such of your employees, agents or subcontractors as need to know it for the purpose of performance of the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality and obligations prohibiting the reproduction of materials corresponding to those which bind you.

9.2 All Intellectual Property Rights (defined below) in or arising out of or in connection with the Contract and in the Materials shall be owned by SUKAVANA and nothing in the Contract shall grant you any Intellectual Property Rights.

9.3 For the purposes of this clause 6, Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

9.4 This clause 8 shall survive termination of the Contract.

## 10. LIMITATION OF LIABILITY

SUKAVANA makes no guarantees, representations or warranties of any kind or nature, express or implied with respect to the coaching services negotiated, agreed upon and rendered.

10.1 Nothing in these Conditions shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 44 of Consumer Protection Act, No. 68 of 2008 (title and quiet possession).

10.2 Subject to clause 10.1:

- (a) we shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
- (b) our total liability to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charges paid under the Contract.

10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.4 This clause 8 shall survive termination of the Contract.

## 11. TERMINATION

11.1 Without limiting our other rights or remedies, we shall have the right to terminate the Contract or cancel any Order immediately by notice to you.

## 12. GENERAL

12.1 Force majeure:

(a) For the purposes of this Contract, Force Majeure Event means an event beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

(b) We shall not be liable to you as a result of any delay or failure to perform our obligations under this Contract as a result of a Force Majeure Event.

(c) If the Force Majeure Event prevents SUKAVANA from providing any of the Services for more than 6 months, we shall, without limiting our other rights or remedies, have the right to terminate this Contract immediately by giving written notice to you.

12.2 We may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of our rights under the Contract and may subcontract or delegate in any manner any or all of our obligations under the Contract to any third party.

12.3 No failure or delay by SUKAVANA in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise.

12.4 If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

12.5 Except as set out in these terms and conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by SUKAVANA.

12.6 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with South African law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Cape Town, Western Cape, South Africa.

### 13. GOVERNING LAW AND JURISDICTION

The interpretation, construction and effect of these terms & conditions shall be governed and construed in accordance with laws of the Republic of South Africa, without regard to conflicts of law principles. Disputes arising in connection with these Terms (including non-contractual disputes) shall be subject to the exclusive jurisdiction of the South African courts. The seat, or legal place, of arbitration shall be Cape Town, South Africa. The language of the proceedings shall be English.

If you access this website from locations outside South Africa, you do so at your own risk, and you are responsible for compliance with local laws.

Susanne Kruger  
Owner & MD  
SUKAVANA cc

#### **Domicilium citandi et executandi**

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