

# SIEMENS

## Siemens Training at Nelson Mandela Metropolitan University Booking Terms and Conditions

### Definitions

- “Application” means an application for enrolment in a Siemens accredited short course.
- “Contract” means the Application, these Booking Terms and Conditions and the Special Terms and Conditions;
- “Course” means a short course at the Nelson Mandela Metropolitan University SITRAIN centre in respect of which an Application has been made by or on behalf of a Participant;
- “Course Fees” means the fees payable in respect of a Course as set out in the Course outline;
- “Start Date” means the Course start date as set out in the Course outline and on the Course website;
- “Participant” means the person in respect of whom an Application has been made
- “Company” means employer of the participant

### 1. Applications

1.1 These Booking Terms and Conditions apply to the enrolment of the participant in the course and provision of such course by the Advanced Mechatronic Technology Centre (AMTC) at the Nelson Mandela Metropolitan University (NMMU) SITRAIN centre. The AMTC and the participant / company are bound by the enrollment form upon acceptance by the AMTC of the application made by or on behalf of the participant.

1.2 The AMTC may, in its sole discretion, accept or reject an application and notify the participant in writing or by email accordingly.

1.3 The payment of any sum intended to be in respect of course fees by or on behalf of the participant does not oblige the AMTC to accept an application.

## **2. Payment terms**

2.1 The participant is liable to the AMTC for the course fees. The course fees or order number are due on the earlier of (i) at the time of submission of the application, or, (ii) if an invoice for course fees is requested by the participant at the time of submission of the enrollment form, within 14 days after the date of such invoice issued by the AMTC. If an application is rejected by the AMTC after payment of the course fees, the course fees as paid will be refunded in full.

2.2 If the course fees have not been received by the AMTC in full by the due date, the AMTC may exclude the participant from the course.

2.3 Where payment is made by bank transfer or deposit, the participant / company must provide the AMTC office with proof of payment.

2.4 All payments of course fees must include VAT and other taxes where applicable.

## **3. Cancellation and Amendment of Courses by the AMTC**

3.1 Courses have minimum required attendance levels and the AMTC reserves the right to cancel or postpone the course if the minimum required number of participants has not enrolled for the Course.

3.2 The AMTC also reserves the right to:

3.2.1 change or amend the individuals responsible for organizing or delivering the course.

3.3 The AMTC will endeavour to inform participants about cancellations, postponements, and amendments to the course with as much notice as possible.

3.4 If the course is cancelled by the AMTC, course fees received by the AMTC in respect of the course will be refunded in full.

3.5 If the course is postponed or an amendment is made to a course, the participant may elect to attend the course as postponed or amended or to receive a refund. In the event that a participant / company elect to receive a refund the participant must inform the Course Administrator by email to: [eunice.marx@nmmu.ac.za](mailto:eunice.marx@nmmu.ac.za). The participant is advised to keep evidence of the date on which such notice is sent. Requests for refunds will be acknowledged in writing.

#### **4. Cancellation and Amendment of Courses by the Participant**

4.1 If the participant / company wish to cancel their enrollment for a course before payment of the course fees, the participant may do so through contacting the Course Administrator [eunice.marx@nmmu.ac.za](mailto:eunice.marx@nmmu.ac.za)/ 041 504 3092.

4.2 The participant / company will not be liable for the course fees, if the participant / company so cancels their enrolment in a course more than one week before the start date.

4.3 If the participant / company wishes to cancel their enrolment in a course after payment of the course fee, the following rules apply:

4.3.1 For cancellations received more than one week before the start date, the course fee will be refunded as paid.

4.3.2 For cancellations received between 2 and 7 days before the start date, 50% of the course fee as paid will be refunded

4.3.4 For cancellations received less than 1 day before the start date no refund will be made.

4.4 If the participant fails to attend the course no refund of course fees will be made.

#### **5. Provision of Courses**

5.1 The participant / company will be solely responsible for determining whether the course is sufficient and suitable for the needs of the participant. The AMTC does not provide any guarantee in respect of the standard of a participant's abilities on completion of the course.

5.2 Fees include the services set out in the course advertisement as amended by the AMTC and include access to all parts of the course and the facilities, course materials, administrative support, refreshments and a Certificate of Successful Completion.

5.3 Unless indicated otherwise, course fees do not include travel, accommodation, subsistence, insurance or other costs that might arise prior to the term of the course.

5.4 The participant agrees to apply with all applicable policies and regulations of the AMTC and NMMU.

5.5 The AMTC reserves the right to remove the participant from a course or exclude a participant from NMMU premises if the behaviour or demeanour of the Participant is considered unacceptable.

## **6. Limitation of Liability**

6.1 The liability of the AMTC to the participant with respect to the provision of the course, the cancellation, postponement, or amendment of the course, any negligence, any breach of the contract, or arising in any other way out of the subject-matter of these Booking Terms and Conditions, will not extend to:

6.1.1 any indirect losses or damages, or to any loss of profits, loss of contracts or opportunity, whether direct or indirect, even if the AMTC had been advised of the possibility of those losses or if they were within the AMTC's contemplation; or

6.1.2 any costs or expenses incurred by any person or organisation in connection with travel, accommodation, reservations or other arrangements.

6.2 In any event, subject to clause 6.3, the liability of the AMTC to the participant with respect to the provision of the course, the cancellation, postponement, or amendment of the course, any negligence, any breach of the contract, or arising in any other way out of the subject-matter of these Booking Terms and Conditions is limited to the amount of course fees received from or on behalf of the participant in respect of the course.

6.3 Unless otherwise indicated, all courses are taught in English. The AMTC does not accept any liability for any losses, costs or expenses incurred by or on behalf of the participant in connection with the participant's lack of English language knowledge.

6.4 The AMTC accepts no liability for loss or damage to the participant's property and shall not provide any insurance cover whatsoever to the participant.

## **7. General**

7.1 The AMTC will not be liable for any failure or delay in the performance, in whole or part, of any of its obligations in connection with the provision of the course arising from or attributable to acts, events, omissions or accidents beyond its reasonable control.

7.2 These Booking Terms and Conditions will be governed by and construed in accordance with South African Law. The South African Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with them.