



# TERMS & CONDITIONS

## 1. PAYMENT

1.1 Payment shall be made prior to the student attending the first lecture. If the student fails to do so, he/ she will not be allowed to attend.  
1.2 If payment is made by way of a company cheque, or if the signature on the face hereof is that of a director of a company, the student attending the course will be held jointly and severally liable for the total fee of the course/s and any exams and failure to attend the lectures or exams will not in any way affect the enrolment fee in that the student/ company will be held liable for the total fee for all course/s and exams.

## 2. CANCELLATION & RESCHEDULING

2.1 Netcampus reserves the right to alter, cancel or reschedule any course or trainer without liability and at its discretion; if it does, Netcampus will use reasonable efforts to notify you at least one week in advance. You will not be charged for the Netcampus cancellation or rescheduling.  
2.2 The cancellation period for public scheduled training at any Netcampus branch is 8 working days. In the event of the student/company cancelling or postponing the course within 9 or more days of course commencement, there will be no charge to the student/company. A 100 % cancellation fee will be levied for cancellations less than 9 days.  
2.3 The cancellation period for training onsite at the client's venue is 10 working days. In the event of the student/company cancelling or postponing the course within 11 or more days of course commencement, there will be no charge to the student/company. A 100 % cancellation fee will be levied for cancellations less than 11 days.  
2.4 The cancellation period for training on any Cisco datacentre and /or other Service Provider labs is 15 working days. In the event of the student/company cancelling or postponing the course within 16 or more days of course commencement, there will be no charge to the student/company. A 100 % cancellation fee will be levied for cancellations less than 16 days.  
2.5 In the event of the student/company cancelling or postponing the course on the day of course commencement, or not showing up for the class, a 100 % cancellation fee will be levied.  
2.6 In the event that Software Assurance Training Vouchers are used/redeemed for a course and the student does not show up for the training, the client will forfeit allocated free days to the same quantity as the booked course. Please note that the client will still be invoiced for the training intervention that the student was supposed to attend.  
2.7 The cancellation period for training on any PRINCE2 modules at any Netcampus Branch is 15 working days. In the event of the student/company cancelling or postponing the course within 16 or more days of course commencement, there will be no charge to the student/company. A 100 % cancellation fee will be levied for cancellations less than 16 days.

## 3. ENROLMENT

3.1 All courses/exams must be completed within 8 months of the date of enrolment. Failure to do so will result in forfeiture of fees unless otherwise agreed to in writing.  
3.2 The student hereby acknowledges that he/she has read the pre-requisites for the course/courses listed above, and understands that it is up to him/her to ensure that these criteria are met before attending the courses. Netcampus will not be responsible in the event that the student is unable to complete the course if these pre-requisites have not been met, and reserves the right to ask the student to leave the course.  
3.3 The course application form must be received by the company prior to the start of the course.

## 4. RECOVERY

4.1 In the event of any action for the recovery of monies, or any action by Netcampus (Pty) Ltd in terms of these terms and conditions, the student/company hereby acknowledges that it will be liable for legal costs on the scale as between attorney and own client, which costs shall include costs of a tracing agent and collection commission.

## 5. DOMICILIUM

5.1 The student/ company hereby nominates its domicilium citandi et executandi at the address stipulated on the face hereof for the purpose of service of any notices and proceedings in consequence of this agreement.

## 6. JURISDICTION

6.1 The student/company hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944 to the jurisdiction of the Magistrates Court in respect of any action instituted by Netcampus (Pty) Ltd notwithstanding the fact that the sum claimed may exceed the jurisdiction of such court.

## 7. WAIVER

7.1 No relaxations of or indulgences granted by Netcampus (Pty) Ltd through the student/company shall in any way be construed as being a waiver or renunciation by Netcampus (Pty) Ltd of any of its rights in terms of this agreement. Such relaxation or indulgence shall further not be regarded as a negation of the student's/company's liability in terms hereof.

## 8. SOLE AGREEMENT

8.1 This agreement and terms and conditions shall form the sole agreement between Netcampus (Pty) Ltd and the student/company. No amendment or variation thereto shall be of any force or effect unless reduced to writing and signed by all the parties concerned, or their duly authorised agents and/or representatives.

## 9. LIABILITY

9.1 Netcampus (Pty) Ltd shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the clients, its directors, employees, contractors or agents. The client indemnifies the company and holds it harmless against all and any claims made against it by any party whatsoever in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the company in defending such claims.  
9.2 Personal belongings and items belonging to or in the possession of the client or delegate brought onto the training premises are the sole responsibility of the owner and the company accepts no responsibility for such items.

10. WARRANTIES  
10.1 Netcampus (Pty) Ltd makes no representation or warranties in respect of lecturers. It is hereby recorded that a good standard of training will be upheld at all times; in the event that the student is not satisfied as to the standard, the onus of proof thereof shall lie with the student.

## 11. DAMAGES

11.1 The student acknowledges that he/she will be working with expensive computer equipment and shall be held liable for any damages suffered by Netcampus (Pty) Ltd to the equipment through any negligent acts by the student.

## 12. ORACLE BOOKINGS

12.1 For all Oracle training bookings please familiarise yourself with the Oracle Terms and Conditions by visiting the Oracle website : [http://www.oracle.com/global/za/education/terms\\_policies110108.html](http://www.oracle.com/global/za/education/terms_policies110108.html)

I hereby agree to the above terms and conditions, and have paid particular attention to points 1.1, 1.2 and 3.1, as well as having reviewed the cancellation and rescheduling clause.

## STUDENT

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NAME

NAME

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DATE

DATE

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STUDENT SIGNATURE

AUTHORISING SIGNATURE

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