

NOLTRIX TRAINING ACADEMY (PTY) LTD

TERMS AND CONDITIONS

Effective Date: June 2025

1. Services

- 1.1 By placing a booking or paying an invoice, you ("the Client" or "the Student") agree to be bound by the following Terms and Conditions ("T&Cs") set forth by Noltrix Training Academy (Pty) Ltd (Registration No: 2023/762759/07) ("NTA"). These T&Cs apply to all training, assessments, and related services provided by NTA.

2. Bookings and Payment Policy

- 2.1 All bookings are subject to the following payment terms. Confirmation of a booking is contingent upon adherence to the stipulated deposit and payment requirements.
- **1 to 5 Students:** 100% of the total invoice amount is required before the commencement of the event.
 - **6 to 10 Students:** A minimum deposit of 80% of the total invoice amount is required before the event starts. The remaining 20% is due on the final day of the event.
 - **More than 10 Students:** A minimum deposit of 60% of the total invoice amount is required before the event starts. The remaining 40% is due on the final day of the event.
 - **Payment Method:** All payments must be made to the bank account specified on the invoice.
 - **VAT:** All fees are exclusive of VAT unless stated otherwise. VAT will be added to invoices as required by South African law.

3. Late Payments

- 3.1 Full payment of any outstanding balance is due in accordance with the terms outlined in Section 2.
- 3.2 Should full payment not be received within seven (7) days of the event's end date, interest will be charged on the outstanding amount at a rate of 15% per annum, calculated monthly.
- 3.3 NTA reserves the right to suspend any further services, including the release of assessment results or certificates, until all outstanding amounts and interest are settled in full.

4. Cancellation and Rescheduling

- 4.1 Cancellation by the Client:**
- Cancellation more than seven (7) days before the event will incur a 5% administration fee of the total booking cost.
 - Cancellation within seven (7) days of the event will incur a fee of 25% of the total booking cost.
- 4.2 Rescheduling by the Client:**
- A booked attendee may be replaced by an alternative person.
 - Rescheduling more than seven (7) days before the event will incur a R300.00 (excl. VAT) administration fee.
 - Rescheduling within seven (7) days of the event will incur a fee of 10% of the total booking cost.
- 4.3 Cancellation or Rescheduling by NTA:**
- NTA reserves the right to cancel or reschedule an event due to low attendance or other unforeseen circumstances, including Force Majeure events.
 - In the event of cancellation by NTA, registered attendees will be notified, and any payments made will be fully refunded if a suitable rescheduled date cannot be accommodated.

5. Student Attendance and Performance

- 5.1 It is the responsibility of the client and/or student to ensure timely attendance. NTA is not responsible for non-attendance.
- 5.2 Non-attendance will not be refunded, please adhere to Cancellation and Rescheduling as outlined in Section 4.
- 5.3 NTA will use its best efforts, qualified personnel, and resources to prepare and assess students. However, NTA does not guarantee a specific pass rate and is not liable if a student fails to meet the required assessment standards. Re-assessments will be charged separately.
- 5.4 If a student misses training where supplementary content was provided, NTA is not obligated to offer this content at a later stage.
- 5.5 NTA maintains a strict policy against academic dishonesty. Any student caught or suspected of engaging in misconduct will be subject to disciplinary action, which may include withholding of marks and certificates.

- 5.6 NTA reserves the right to remove any student from a course for disruptive, abusive, or unprofessional behaviour. Such actions will be taken without a refund. This policy is in place to protect our instructors and maintain a positive learning environment for all students.

6. Limitation of Liability and Indemnification

- 6.1 NTA shall not be liable for any indirect, special, or consequential damages, including loss of business, profit, or data, arising from the services.
- 6.2 The Client and/or Student indemnifies NTA against any claims arising from the assessment outcomes, except where such claims are a direct result of NTA's proven negligence or wilful misconduct.
- 6.3 NTA is not responsible for retaining data or results for longer than necessary. It is the student's responsibility to download their own certificate within 30 Days from when it becomes available.
- 6.4 NTA will notify students when their certificates are ready for download, and students must ensure they download and securely store their certificates within the specified timeframe.
- 6.5 A fee will be applicable for the re-issuance of certificates after the initial 30-Day download period has expired.

7. Confidentiality and Data Protection

- 7.1 NTA is compliant with the Protection of Personal Information Act 4 of 2013 (POPIA) and will process personal information solely for fulfilling its service obligations.
- 7.2 Reasonable security measures are in place to protect personal data against loss, damage, or unauthorized access.
- 7.3 Each party agrees to treat all business, financial, or technical information received from the other as confidential.

8. Intellectual Property

- 8.1 All training materials, manuals, and content provided by NTA remain the intellectual property of Noltrix Training Academy (Pty) Ltd.
- 8.2 No part of the training materials may be reproduced, stored, or transmitted in any form without the prior written consent of NTA.

9. Force Majeure

- 9.1 NTA shall not be liable for any failure or delay in performing its obligations due to circumstances beyond its reasonable control, including but not limited to acts of God, war, strikes, floods, or governmental restrictions.

10. Dispute Resolution

- 10.1 Should any dispute arise, the parties shall first attempt to resolve it amicably through senior management.
- 10.2 If the dispute is not resolved within fifteen (15) business days, the matter shall be referred to mediation under the rules of the Arbitration Foundation of Southern Africa (AFSA).
- 10.3 The parties consent to the exclusive jurisdiction of the courts in Pretoria for any legal proceedings arising from these Terms and Conditions

11. General

- 11.1 **Governing Law:** These T&Cs are governed by the laws of the Republic of South Africa.
- 11.2 **Variation:** No change to these T&Cs will be effective unless made in writing and signed by both parties.
- 11.3 **Entire Agreement:** These T&Cs, together with the invoice and booking confirmation, constitute the entire agreement between the parties, superseding all prior negotiations or agreements.
- 11.4 **Severability Clause:** If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions will continue to be in full force and effect.

12. Photography and Marketing Consent

- 12.1 NTA may use photographs or videos taken during training sessions for promotional purposes. Clients have the option to opt-out to respect their privacy if photos or videos are taken.
- 12.2 On registration, clients may be added to the online marketing campaign. Clients have the option to opt-out of the marketing campaign.

13. Contact Information:

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