



Welltec Academy (PTY) Ltd

Training Terms and Conditions

1. Terms and Conditions

- 1.1. All bookings will be accepted subject to availability and acceptance of these Terms and Conditions. These Terms and Conditions should be read carefully prior to making a booking and any queries relating to them should be raised with us prior to making a booking, as making the booking constitutes acceptance by you of these Terms and Conditions.
- 1.2. If you have any queries relating to these Terms and Conditions, please contact the training Coordinator at info@wellteccademy.co.za

2. Bookings

- 2.1. Bookings are only accepted when the booking form has been completed in full and signed. . Please ensure that the information provided is accurate.
- 2.2. A booking will only be confirmed after we have acknowledged it. We will endeavour to send you confirmation of your booking by email within 5 working days.

3. Course Pricing

- 3.1. The prices are as set out in the Booking Information and the Delegate Booking Form as published (or otherwise provided to You) at the time at which we accept your booking.
- 3.2. The pricing of the booking/course selected is per delegate and exclusive of VAT which will be charged at the current rate.
- 3.3. Where applicable, further details about the course venue and rates for delegates will be communicated on acceptance of the booking.

4. Payment

- 4.1. If applicable, payment for the courses to be made to the Business Bank account of Welltec Academy (PTY) Ltd which are the following:

Account Type:	Platinum Business Account
Account Number:	62875936068
Bank Name:	First National Bank
Swift Code:	FIRZAJJ
Branch Code:	252445
Branch Name:	Menlyn Maine

- 4.2. All financial transactions will be between the Delegate or the Delegate's organisation where applicable.

5. Cancellation by Delegates

- 5.1. Any cancelled bookings, to be effective, must be received by us in writing by email, prior to 5 working days before the course is scheduled to commence.
- 5.2. Refunds shall only be made to the organisation/employer at our discretion and, where granted, will be made using the same payment method as was used when making the booking.

6. Cancellation or Re-scheduling of courses

- 6.1. Where a training course is cancelled or re-scheduled by us, we will use our reasonable endeavours, to notify the organisation/employer, by using the contact details provided at the time of booking.

7. Resale of booking

- 7.1. Organisations/Employers may not resell their booking without our prior written consent.

8. Substitute Delegate

- 8.1. You may substitute another person from your organisation without charge provided that you notify the Training Coordinator on email of the name of your replacement in advance.

9. Data Protection

- 9.1. Your information of the Organisation/Employer and its affiliates/employees, will be held by us. For the purposes of the Data Protection Act, Welltec Academy (PTY) Ltd will be the data controller.
- 9.2. We may store the information you have provided in a CRM system. The information submitted by the Organisation/Employer will not be kept for any longer than is needed. The length of time will depend upon whether we have a business need for keeping the information and/or if the law requires that we keep the information for a particular length of time.
- 9.3. Information provided by the Organisation/Employer upon booking may be used by our employees, officers, representatives, or sub-contractors where necessary for the purpose of administering the course, to improve the services we provide and, unless you have chosen to OPT out, to inform you via email of future news, events and other relevant activity.
- 9.4. Unless the Organisation/Employer and its affiliates/employees specifically opted in to receive marketing communications from us by email and/or to be included in the list for internal delegates, the personal details will not be shared with any other organisation outside of the Welltec Group of Companies.
- 9.5. We may ask you to confirm your personal details to ensure they are accurate.
- 9.6. As you have provided personal information, we need you to consent to the processing of this data. By submitting the booking form, the Organisation/Employer agrees to us processing this data as described above.

10. Conditions of attendance

- 10.1. The Organisation/Employer must comply with instructions and directions given by staff, stewards and agents of the venue and Welltec Academy and any applicable policies and procedures of which you are notified.
- 10.2. We reserve the right to refuse access to, or remove any delegate from any training course who, in our reasonable opinion has, or is likely to affect the enjoyment of the other delegates, in our reasonable opinion is acting under the influence of alcohol or drugs, or who is threatening, abusive or insulting words or behaviour or who behaves in a manner which may cause a breach of the peace.
- 10.3. Welltec Academy is dedicated to creating and maintaining a positive event experience where everyone is treated with dignity, courtesy and respect, regardless of gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age or religion. We do not tolerate bullying, intimidation, harassment or victimisation of event participants in any form.

Any discriminatory language and imagery are not appropriate at any Welltec Academy event, including in presentation material. If the Organization/Employer and their affiliates/employees violate these rules, they may be sanctioned or expelled from the event without a refund.

Please also refer to your own company's grievance and disciplinary procedures on how to handle complaints against members or staff as we may report any breach of these conditions to your Employer/Organisation.

11. Photography

- 11.1. We may arrange for photographs to be taken at any training course. Please advise the training administrator prior to the commencement of the course if you do not wish your photo to be included in the Welltec Training course library.
- 11.2. We may arrange for recordings to be made of the course, subject to presenter's permission, for the filmed material made available after the event. If you do not wish to appear in a recording, please inform the Administrator prior to the commencement of the course and sit where instructed.

12. Changes to the training courses

- 12.1. Welltec Academy reserves the right to make alterations to the published programme for (or content of) any Welltec Academy Training Course where reasonably necessary. Any changes to the specific course will be published on the website or notified to the Organisation/Employer by email.

13. Health and Safety

- 13.1. You must comply with all relevant legislation relating to health and safety and with any safety announcements and venue regulations of which you are made aware whilst attending any Welltec Academy Course.

14. Website Definitions and Interpretations

- **“Content”**: means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this website.
- **“Facilities”**: means collectively any facilities, tools, services or information that Welltec Academy makes available through the website either now or in the future.
- **“Services”**: means the services available to the Organisation/Employer and their affiliates/employees through Welltec Academy.
- **“Payment Information”**: means any details required for the purchase of services and/or courses that Welltec Academy may offer. This includes, but is not limited to, credit/debit card numbers, bank account numbers and SWIFT codes.
- **“Premises”**: means our place(s) of business located at 1297 Justice Mahomed Street, Menlo Park, Pretoria, Gauteng, or any other venue where courses will be conducted.
- **“System”**: means any online communications infrastructures that Welltec Academy makes available through the Website, either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links.
- **“User/Users”**: means any third-party that accesses the Website and is not employed by Welltec Academy (PTY) Ltd and acting in the course of their employment.
- **“Website”**: means the website that the Organisation/Employer and its affiliates/employees are currently using (www.welltecacademy.co.za)
- **“We/Us/Our”**: means Welltec Academy, a company registered in the Republic of South-Africa with Company registration number 2020/698487/07, with skills development accreditation Number: BANK-WtDlc210202, located at 1297 Justice Mahomed Street, Menlo Park, Pretoria, Gauteng.
- **“Booking”**: means any course booked at Welltec Academy by the Organisation/Employer.

15. Business Customers

These Terms and Conditions also apply to customers procuring Services during business.

16. Intellectual Property

- 16.1. Subject to the exceptions in point 17 of this Terms and Conditions, all Content included on the Website, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Welltec Academy (PTY) Ltd, our affiliates or other relevant third parties. By continuing to use this Website the Organisation/Employer and their affiliates/employees acknowledge that such material is protected by applicable South-African and International intellectual property and other laws.
- 16.2. Subject to point 18 of this Terms and Conditions, Organisations/Employers and their affiliates/employees may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given express our Written permission to do so.

17. Third Party Intellectual Property

- 17.1. Unless otherwise expressly indicated, all intellectual Property rights including, but not limited to, copyright and Trademarks, in product images, training material, training videography and descriptions belong to the manufacturers or distributors of such products as may be applicable.

18. Fair use of intellectual property.

- 18.1. Material from the website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Design and Patents Act 1988 apply.

19. Links to other Websites

- 19.1. This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Welltec Academy or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control.

20. Links to this Website

- 20.1. Those who wish to place a link to this Website on other sites may do so only to the homepage of the site www.welltecademy.co.za without our prior permission. Deep linking (i.e. links to specific pages within the Website) requires Our express written permission. To find out more please contact Us by email at info@welltecademy.co.za.

21. Use of communication facilities.

- 21.1. When using any Systems on the Website, Organisations/ Employers and their affiliates/employees should do so in accordance with the following rules. Failure to comply with these rules may result in legal action:
- 21.2. Organisations/Employers and their affiliates/employees must not use obscene or vulgar language
- 21.3. Organisations/Employers and their affiliates/employees must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist.
- 21.4. Organisations/Employers and their affiliates/employees may not submit Content that is intended to promote or incite violence.
- 21.5. It is advised that submissions are made using the English language as We may be unable to respond to enquiries submitted in any other languages.
- 21.6. The means by which Organisations/Employers and their affiliates/employees identify their selves must not violate these Terms and Conditions or any applicable laws.
- 21.7. Organisations/Employers and their affiliates/employees must not impersonate other people, particularly employees and representatives of Welltec Academy or Our affiliates; and
- 21.8. Organisations/Employers and their affiliates/employees must not use Our Website for unauthorised mass-communication such as “spam” or “junk mail”.

- 21.9. Organisations/Employers and their affiliates/employees acknowledge that Welltec Academy reserves the right to monitor any and all communications made to Us or using Our Website.
- 21.10. Organisations/Employers and their affiliates/employees acknowledge that Welltec Academy may retain copies of any and all communications made to Us or using our Website.
- 21.11. Organisations/Employers and their affiliates/employees acknowledge that any information they send to Us through Our Website, or any other communication method may be modified by Us in any way and they hereby waive their moral right to be identified as the author of such information. Any restrictions they may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

22. Services, Pricing and Availability of Courses.

- 22.1. Whilst every effort has been made to ensure that all general descriptions of Services available from Welltec Academy corresponds to the actual Services that will be provided to Organisations/Employers and their affiliates/employees, we are not responsible for any variations from these descriptions as the exact nature of the Services may vary depending on the Organisation's/Employer's individual requirements and circumstances. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to variations of the correct Services, not different Services all together.
- 22.2. Where appropriate, you may be required to select the required Plan of Services.
- 22.3. We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Booking.