

# **TERMS AND CONDITIONS FOR THE SUPPLY OF TRAINING COURSES, CONSULTING, COACHING AND CAREER GUIDANCE SERVICES**

## **INTRODUCTION**

Dare Trading cc. (publicly known as Dare Training and referred to in the rest of this document as Dare Training) agrees to provide the training courses, consulting, coaching and career guidance services as described on our website. The Customer agrees to undertake and pay for the training courses, consulting, coaching, career guidance services and/or facilities supplied under this agreement. The terms and conditions of this agreement apply to courses, consulting, coaching and career guidance services undertaken at the Customers premises, the premises of Dare Training or via online platforms.

In the case of training courses, consulting, coaching or career guidance services, all charges quoted by Dare Training are valid for a period of 10 days **unless stated otherwise**.

## **1. TRAINING COURSES, CONSULTING, COACHING AND CAREER GUIDANCE SESSIONS**

Dare Training reserves the right to improve the specification and format of its courses for the benefit of its Customers without notice to the customer.

### **a) When you physically attend any of these services**

1. Provisional bookings for training courses, consulting, coaching and career guidance services may be made via WhatsApp or email. However, to confirm each booking the customer agrees to return a signed copy of these Terms and Conditions to Dare Training prior to attending the training course, consulting, coaching and career guidance services. Dare Training reserves the right to refuse attendance of a person to a training course, consulting, coaching and career guidance session in the event that the Terms and Conditions document is not returned prior to commencement of the course or session.
2. All attendees need to adhere to the COVID19 prescribed laws for the services provided by Dare Training, by wearing a mask, keep the prescribed social distance, wash hands, be scanned before entering the venue, complete a

register with personal details and confirm that there was no contact with Covid 19 cases at least 3 weeks before commencement of the service and no symptoms of the Corona virus.

3. The description, date and charges for a specific training course, consulting, coaching and career guidance session are set out and explained in the proposal. The training course will be given at a sanitized venue agreed with the Customer. Dare Training reserves the right to nominate a reasonable alternative venue and will advise the Customer of this.
4. Dare Training reserves the right to cancel or reschedule any course or coaching session, if the number of attendees is insufficient to justify the running of the course or coaching session. Dare Training also reserves the right to cancel a training course or coaching session when it's prevented from doing by events beyond its reasonable control, including in particular, but not limited to illness of training or coaching staff.
5. In the event that Dare Training is obliged to cancel or reschedule any course we will notify the Customer forthwith. Dare Training will in addition refund all monies paid by the Customer, or at the Customers option apply the monies to a rescheduled or alternative course. Dare Training accepts no liability for travel, accommodation or incidental costs incurred by the Customer in the event that any course is cancelled or rescheduled.
6. By prior agreement with Dare Training and subject to the provisions of this clause Dare Training agrees that it will provide specific training course(s) and coaching sessions to the Customer at the Customer's premises for the charges set out in the proposal.
  - a. The Customer shall be responsible for the provision of a suitable and secure training or coaching room at the Customer's premises for the duration of the course or coaching session (the specification of which will be agreed with Dare Training prior to the course or coaching session being given) together with all heating, lighting and power supply, audio and visual equipment at no cost to Dare Training. The customer agrees not to change the room once it has been agreed. Dare Training will provide a trainer and course materials. The customer will allow Dare Training access to the training or coaching room in advance of the commencement of the course or coaching session so that computer equipment can be set up and any required alterations to the room layout can be made.
  - b. The Customer will indemnify Dare Training against any loss of or damage to equipment and/or injury to or death of its employees or

agents arising out of its use of equipment under the provision of the venue, except where the cause arises out of the negligence of Dare Training.

**b) When you attend any of our online services**

1. Booking and registration for training courses take place online and for consulting, coaching and career guidance services via WhatsApp or email. The description, date and charges are described on our website or during a launch video or online advert. Any online booking of a course or service of Dare Training will assume that the customer have read the Privacy Policy and Terms and Conditions of Dare Training and agreed (as if in writing) to it when any purchase online or online booking are made.
2. You will have full access to your training course as soon as we have received confirmation of your payment through the payment gateways (eg payfast or paypal). You need to secure and safeguard your login details and password to ensure security of your personal information and data. Online courses will be accessible with your personal login details for 6 months. Thereafter you will no longer have access to the learning platform except when you arrange to upgrade to a monthly subscription.
3. Online consulting, coaching and career guidance services start on the booking date and time agreed upon, only when we have received confirmation of your payment via the internet card payment gateways we use (eg payfast or paypal) or an EFT payslip confirmation via email or WhatsApp. Client confidentiality laws apply to any of Dare Training's consultants and coaches.
4. When you're taking courses which are provided online, where you have a personalised login and which include streaming content, you will loose you're standard right to the cooling off period of fourteen days once the course is accessed and streaming begins within the initial fourteen day period. **Clause 3.1.a. IV below applies.**

## **2. PAYMENT**

1. For individual physical attendance on a training course, or at a consulting, coaching or career guidance session, a deposit is required at the time of booking. The balance is due 14 days prior to the commencement of the course, and 7 days before the commencement of a consulting, coaching or career guidance session.

2. Online training courses, consulting, coaching and career guidance sessions require full payment prior to course commencement, or a consulting, coaching and career guidance session, unless written agreement is made to allow payment by monthly instalments. The maximum number of instalments is three. Commitment is required at outset for payment of the whole course fee over the instalment period.
3. If the customer fails to make payment on the due date, Dare Training reserves the right to levy a late payment charge according to the South African bank rates applicable at the time. Charges to be calculated from the due date to the date that cleared funds are received by Dare Training.
4. All prepayments or vouchers must be used within 1 calendar year of receipt or of issue and cannot be used after that time to purchase courses or services.

### **3. CANCELLATION AND MONEY BACK GUARANTEE**

#### **1. Individual or small group attendance:**

- a. Charges for **cancellation** before course commencement or a booked consulting, coaching or career guidance session:
  - i. 3 weeks before booking of service delivery, lose 50% of total course cost and 0% of a consulting, coaching or career guidance session.
  - ii. 2 weeks before booking of service delivery, lose 75% of total course cost and 50% of the consulting, coaching or career guidance session.
  - iii. 1 week before booking of service delivery, lose 100% of total course cost and consulting, coaching or career guidance session.
  - iv. ONLINE courses commence immediately. If you purchased a course online and you did not access it, or began to stream it, then you have a cooling off period of 14 days in which to cancel your purchase. If we incur a fee during the transaction and you claim a refund within the 14 day period, then we will refund your payment less the fees incurred.
  - v. For ONLINE consulting, coaching and career guidance bookings the same apply as described in i, ii, iii above.

- b. **Details of Money back guarantees:** If you are not satisfied with the product or service that we have provided you with, then please let us know within 7 days of making your investment. We will investigate your complaint in the first instance and attempt to put it right. If you are still dissatisfied then we will request a written explanation and if we agree that we have not provided the service that we have advertised and that you paid for, then we will refund your investment less any charges that we have incurred (eg Paypal fees or payfast fees).
- c. **Change (by an individual) to an alternative date** within 2 weeks of commencement date of a course £20 adjustment fee and of a consulting, coaching or career guidance session £10 adjustment fee.

## 2. Organisation attendance:

- a. If an organization cancels a course for any reason, 30 days prior to a scheduled course commencement date, then all development work undertaken up to that point, plus a cancellation charge of 50% of the course fee will become immediately due for payment.
- b. If an organisation cancels a course for any reason, less than 30 days prior to a scheduled course commencement date, then all development work undertaken up to that point plus a cancellation charge of 90% of the course fee will become immediately due for payment.
- c. If you are a business customer, then see clause **3.1.b** for Money Back Guarantee.

## 4. WARRANTY AND LIMITATION OF LIABILITY

- 1. The courses, consulting, coaching and career guidance services are provided under this Agreement at the Customer request. The Customer accepts that they are responsible for verifying that the courses and services are suitable for their requirements. Dare Training will use all reasonable skill and care in the preparation and presentation of its courses, and the performance of its services. All other conditions, warranties, guarantees and representations whether express or implied, statutory or otherwise are excluded.
- 2. Other than as specified in this clause Dare Training's liability for loss and or damages shall be limited to a claim for damages. The maximum aggregate

liability will be the charges for the course, consulting, coaching or career guidance session, or hire of facilities out of which the loss or damage has arisen.

3. Dare Training will not be responsible for indirect, special or consequential loss (including loss of anticipated profit or data), howsoever arising even if it has been advised of the possibility of such potential loss.
4. Except in respect of the liability of Dare Training or its employees, or in respect of a claim for non-payment of monies due under this Agreement, no action regardless of form arising out of the provisions of training courses or facilities or consulting, coaching or career guidance services, under this agreement, may be brought by either party more than two years after the cause.
5. Organisations: The Customer warrants that all the attendees on the course are properly authorised by the customer to attend. The Customer acknowledges Dare Training to refuse admission or require the removal of any attendee where there are doubts about identity or if the attendee's behaviour is unacceptable.

## **5. COPYRIGHT**

1. The copyright and all other intellectual property rights in all courses, consulting, coaching and career guidance sessions developed under Dare Training shall remain the sole and exclusive property of Dare Training. The Customer undertakes that it will not copy or permit the copying of course materials, consulting, coaching and career guidance materials, nor disclose or permit disclosure or sell or hire the same to third parties, nor use the same for running the customer's own courses, consulting, coaching or career guidance services, unless the express written permission of Dare Training is given.