

# Training Service Delivery Agreement

## 1. DEFINITIONS

The “Service provider” means ENJO Consultants (Pty) Ltd, hereinafter referred to as “ENJO”.

The “Client” means any individual learner or the company requiring training on behalf of their employees and/or directors.

The “Learner” refers to any individual participating in one or more of the training programmes provided by ENJO.

The “Agreement” refers to the terms and conditions defined in this document.

## 2. GENERAL

- 2.1. The terms and conditions of ENJO covering the supply of training services are contained herein.
- 2.2. Orders to ENJO for the supply of training services are only accepted subject to these terms and conditions.
- 2.3. These terms and conditions are applicable to agreements formed with clients in the provision of training services.
- 2.4. The Learner’s relationship with ENJO is subject to the terms and conditions set out in this document.
- 2.5. Terms and conditions negotiated different to that contained in this document must be communicated in writing and accepted by both the Client and ENJO. Only duly authorised parties on behalf of the Client and ENJO may enter into such an agreement.
- 2.6. The Client and ENJO agree that the terms and conditions in this document constitute a binding agreement between the parties.

## 3. CONTRACT FORMATION

- 3.1. The Contract shall become binding on the date that the Client registered onto the training programme and ENJO accepted the registration in writing.
- 3.2. The registration should be accompanied with a proof of payment of the full training fees.
- 3.3. ENJO will accept the registration in writing only if the payment reflects in ENJO’s banking account.
- 3.4. Consumer Protection Act: A client will be afforded a period of 20 (twenty) calendar days after conclusion of the registration process to rescind the agreement by notifying ENJO in writing or another recorded manner and form. In the event of rescinding within 5 (five) calendar days an administration fee of R500, 00 will be payable. In the event of rescinding within 6 (six) to 20 (twenty) calendar days a cancellation fee of 20% will be payable.

## 4. BOOKINGS AND ENROLMENTS

- 4.1. Completed enrolment forms along with a copy of the learner’s ID document is to be sent back via email to (training@enjoconsultants.co.za) or fax (086 514 7543) 5 (five) calendar days prior to commencement of training.
- 4.2. The original enrolment form and a certified copy of the ID document is to be handed to the training facilitator on the first day of training.
- 4.3. Bookings and payments for training taking place at the Client’s site within South Africa must take place five to ten working days prior to commencement of training. Later bookings and payments will only be considered depending on the availability of resources.
- 4.4. The Client is to ensure that learners are duly informed of the training, venue and attendance of learners.
- 4.5. All quotes provided by ENJO for training are valid for 30 (thirty) calendar days only unless otherwise stated.

## 5. COMPANY BOOKINGS

- 5.1. Purchase orders are to be issued to ENJO for company bookings.
- 5.2. The company is to notify ENJO who the representative(s) is for the company prior to bookings and enrolments.
- 5.3. Company bookings, enrolments and scheduling may only be done by a representative duly authorised to do so on behalf of the Client Company.

## ENJO Consultants (Pty) Ltd

Co Reg No: 2016/345549/07  
Tel: (012) 667-1985 | Cell: 084 620 0437 | Fax: 086 514 7543  
Web: www.enjoconsultants.co.za | Email: training@enjoconsultants.co.za

Postal Address: P. O. Box 11108, Die Hoewes, 0163, Centurion | Physical Address: Block 8, Central Office Park, 257 Jean Avenue, Die Hoewes, Centurion, 0157

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## 6. WARRANTY BY LEARNER

- 6.1. Every learner warrants that information supplied by themselves or on their behalf regarding prior qualification for entry requirement is true, accurate and legally valid. Should this be found not to be the case, the learner will be legally bound to pay as per normal cancellation clauses, and their enrolment will be terminated.
- 6.2. Clients are responsible for ensuring that the learners are suitable for the training course they are attending. ENJO will not be liable for any refunds should a learner be found unsuitable once training has commenced.

## 7. ATTENDANCE OF CLASSES OR VIRTUAL TRAINING

- 7.1. If a learner arrives after 10:00 without informing ENJO that he/she is on their way for the training, this will be seen as failure to arrive and 100% of fee will be payable.
- 7.2. Courses commence at 08:30, end at no later than 16:00, unless stated otherwise. Learners should endeavour to arrive at the course venue by no later than 08:15.
- 7.3. Learners must attend and complete all aspects of the course in order to qualify for certification. The full cost of the course will be charged for learners who arrive late or are absent from all or part of the course.
- 7.4. In the case of a learner unduly disrupting a class to the detriment of other learners, ENJO reserves the right to suspend the learner from training. In such a case a pro-rata course fee will be refundable.

## 8. PAYMENT AND SETTLEMENT TERMS

- 8.1. Full payment is to be made via EFT or direct bank deposit 10 (ten) calendar days prior to commencement of training. No cash payments will be accepted.
- 8.2. Proof of payment is to be emailed or faxed to ENJO.
- 8.3. Learners will not be permitted entry unless payment has been made.
- 8.4. Invoices payment terms are 30 (thirty) days from date of invoice or at least 10 (ten) working days before the start of the course, whichever is sooner.
- 8.5. Unless otherwise stated, all prices are exclusive of VAT, the total price of the training will be invoiced prior to the training date, and this will show the VAT payable. VAT will be charged at the rate current at the time of due payment.
- 8.6. ENJO reserves the right to review and change course fees without notification. However, course dates that were booked prior to the price change, and for which ENJO have received payment, will be honoured at the fee that was applicable at the time of booking.

## 9. LATE AND OUTSTANDING PAYMENTS

- 9.1. Late payments will incur interest. ENJO reserves the right to charge late payment interest on any outstanding invoice at the rate of 2% above the prime interest rate.
- 9.2. Should any fees be outstanding with regards to the training programme, portfolios will only be assessed once outstanding payments have been paid.
- 9.3. Assessment results will only be uploaded to the relevant SETA once the outstanding amount has been paid.
- 9.4. Certificates will only be issued if payments with regards to the training are up to date.

## 10. RESCHEDULING, CANCELLATIONS AND SUBSTITUTIONS

- 10.1. Clients are responsible for ensuring that the learners are suitable for the training course they are attending.
- 10.2. ENJO will not be liable for any refunds should a learner be found unsuitable once training has commenced.
- 10.3. Rescheduling and cancellation of bookings as well as requests for substitution of learners must be done via email.
- 10.4. Should ENJO's invoice be unpaid at the time of substitution, rescheduling or cancellation, the client will still be liable for the amount corresponding to the transfer or cancellation administration fee.
- 10.5. Course cancellation by Client
  - 10.5.1. In the event of a learner not able to attend ENJO requires a written notice of cancellation. The following will apply in terms of cancellation:
    - Course fees will be refunded, less a 15% administration fee, if a written notice of cancellation is received 10 (ten) calendar days (or more) prior to the training course;
    - 80 % of Course fees will be refunded, less a 15% administration fee, if a written notice of cancellation is received 5 (five) calendar days prior to the training course;
    - No course fees will be refunded if cancellation is notified less than 2 (two) calendar days prior to the commencement of the training course;

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- Course fees will be payable in full if a participant fails to attend (no show)

#### 10.6. Substitution by another qualifying learner

In the event of a learner not able to attend requires the substitution of another qualifying learner ENJO requires a written notice of substitution 2 (two) days prior to the commencement of a training course. No substitution charge will be payable.

#### 10.7. Re-scheduling of training course

In the event of a learner/client is not able to attend requires the rescheduling to a later date ENJO requires a written notice of rescheduling at least 10 (ten) days prior to the commencement of the training. The following will apply in terms of rescheduling:

- ENJO will reschedule the registration for an administration fee of 10%.
- In the event of the learner, opting to be rescheduled to a later date, fail to attend the course within one year of the original course, no refund will be payable.

### 11. MEALS AND REFRESHMENTS – TRAINING TAKING PLACE AT ENJO.

11.1. Tea, coffee and refreshments will be served on arrival and at teatime.

11.2. Course fees will not include lunch as a complimentary free light lunch is served at lunchtime.

11.3. Learners have a choice between a normal diet and a vegetarian diet, the choice is to be indicated on the enrolment form.

11.4. Learners with specific allergies and other dietary requirements are to supply their own meals.

### 12. TRAVEL & ACCOMMODATION

12.1. ENJO will not provide accommodation. It is the responsibility of clients/learners to make travel/accommodation arrangements and payments to attend training.

### 13. PRESENTATION AND FACILITATORS

13.1. ENJO endeavours to deliver training of the highest quality and makes use of qualified and experienced facilitators.

13.2. ENJO has sole discretion as to facilitators allocated to training programmes.

### 14. TRAINING PROGRAMMES

14.1 Learner Guide, Portfolio of Evidence (PoE) and handouts where applicable will be provided to learners.

14.2 Certificates of Attendance/Competency depended on the relevant SETA specification will be issued accordingly.

14.3 The Statement of Results (SoR) will be forwarded via email or mail once received from the relevant SETA.

### 15. COURSE CONTENT

15.1 ENJO reserves the right to amend the content of any course without notice to the participants where, at the sole discretion of ENJO, such amendment is deemed not to fundamentally change the content of such course.

15.2 All course content including presentations and supplemental materials are only available in English.

### 16. DISTANCE LEARNING

16.1 Distance learning is non-refundable.

16.2 The learning material will be made available within 5 (five) working days upon receipt of payment.

16.3 Learning material is to be collected from ENJO; alternatively, the material can be couriered to the client. The client will be provided with a quote/invoice for the costs of the courier.

### 17. PORTFOLIOS OF EVIDENCE/ASSESSMENTS

17.1 Portfolios are to be completed in full by the learner prior to assessment.

17.2 Learners are responsible for delivery and collection of portfolios to and from ENJO.

17.3 The costs of the first and two re-assessments are included in the initial costs of the programme. Subsequent assessments will be charged at R250.00 (VAT included) per assessment.

17.4 Once assessments have been completed and results related to remediation or competence it will be communicated to the learner, learners are to make arrangements for collection of the portfolio of evidence that requires remediation from ENJO within one month on being notified.

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- 17.5 After assessment and verification notification will be sent to learners to collect portfolios, uncollected portfolios will be destroyed after 30 (thirty) days of the notification if not collected.
- 17.6 Learners who wish to have their portfolios returned via courier can notify ENJO for a quote for the delivery.
- 17.7 Assessments/PoE's are assessed by assessors that are subject matter experts in the programmes that the learners attended and are accredited with the relevant Sector Education and Training Authority (SETA).
- 17.8 Feedback will be given to learners with regards to the outcome of the assessment.

**18. COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS/RIGHT OF USAGE**

- 18.2 The copyright in and all other intellectual property rights relating to the course documentation, and any other training materials provided to learners, are solely owned by ENJO.
- 18.2 Learning material may only be utilised for the purpose of studying for the qualification, module(s) or unit standard(s) by learners enrolled for that particular qualification, module(s) or unit standard(s).
- 18.3 Under no circumstances may the whole or any part of the course documentation be produced or copied in any form or by any means or translated into another language without the prior written permission of ENJO.

**19. LEGAL COST**

In the event of any legal action for the recovery of monies, the Client hereby acknowledges that it will be liable for legal costs on the scale as between attorney and client, which costs shall include costs of a tracing agents and collection commission.

**20. HEALTH AND SAFETY**

Where training is carried out on ENJO premises, all learners must conform to and comply with the Health and Safety Policy as laid down by ENJO from time to time. Breaches of this policy may result in the learner being suspended or excluded from the course and premises.

**21. VARIATION**

No addition to or variation of these terms and conditions will bind ENJO unless it is specifically agreed in writing and signed by the MD of ENJO.

**22. FORCE MAJEURE**

ENJO shall not be liable to the Client or be deemed to be in breach of this contract by means of any delay in performing or failure to perform any of ENJO's obligations in respect of the services if the delay or failure was due to any cause beyond the ENJO's reasonable control.

**23. LAW COMPLIANCE POPI ACT**

ENJO complies with the South African Protection of Personal Information Act No. 4 of 2013. No student information will be provided to a third party without the student's consent.

**THUS DONE AND SIGNED BY THE PARTIES:**

Done and signed by the individual learner at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_

Done and signed by the representative of the Client, duly authorised by the Client Company at \_\_\_\_\_ on \_\_\_\_\_.

\_\_\_\_\_

Done and signed by the representative of ENJO: duly authorised by ENJO at \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_

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