

DQS ACADEMY TERMS AND CONDITIONS

Upon registration for any of the courses of DQS ACADEMY, including classroom training, webinars, eLearning, etc., these Terms and Conditions will automatically apply. DQS ACADEMY shall be deemed to include any division of DQS ACADEMY or any other juristic person to whom the rights and obligations of DQS ACADEMY, as contained herein, may be ceded and/or assigned. These Terms and Conditions and/or all documents, forms, Policies and Procedures (where applicable) may be amended, updated, and/or modified in the sole discretion of DQS ACADEMY, whether in whole or in part, at any time.

1. Confirmation and payment

- All fees are current at the time of going to print. DQS ACADEMY, however, reserves the right to change pricing based on operational requirements.
- Signing an online/electronic/printed registration form confirms your booking/registration for that specific course, subject to confirmation by DQS ACADEMY. Should you complete and submit an online course registration form, you will be liable for the full course fee.
- DQS ACADEMY training courses will take place when there are at least 10 (ten) confirmed Delegates. DQS ACADEMY reserves the right to postpone courses with less than ten Delegates to a future date.
- DQS ACADEMY reserves the right to change the date or cancel a course without liability.
- A DQS ACADEMY invoice will be sent to the Delegate's provided e-mail address prior to the start of the training course, once the training course is confirmed with sufficient attendance under DQS ACADEMY's policy.
- If the course has been confirmed with sufficient attendance under DQS ACADEMY's policy, full payment of the course fee is required upon presentation of invoice, unless a formal agreement to the contrary has been entered into between the organization and DQS ACADEMY.
- Please note that no Delegate will be permitted to attend any training course without proof of payment; or a Purchase Order number in instances where an organization has a formal agreement in place with DQS ACADEMY. Delegates will not receive reports, certificates, or results unless accounts are paid up in full.
- Payment can be made by electronic transfer and must be received prior to the commencement of the course. Proof of payment must be provided to DQS ACADEMY by the latest on the morning of the 1st day of training.
- Please quote the reference number from your invoice and organisation name for tracking of payments.
- A confirmation letter will be sent via email confirming your participation in the training event, as well as a location map with directions, venue details and starting times.
- Delegates are advised NOT to make any travel arrangements (if applicable) until the confirmation letter has been received via email. DQS ACADEMY shall not be held liable for any expenses incurred by Delegates for arrangements made for courses.
- A Delegate's failure to make progress in his/her studies, or to complete a programme of study, for whatever reason, shall in no way entitle him/her to a reduction in fees, nor will it absolve him/her from full liability for the payment of fees and other charges. No cancellation of this contract shall be of force or effect without written consent thereto by an authorised officer of DQS ACADEMY.
- For online courses, Delegates have access to a course for a limited period depending on the specific course and as provided on registration. If the course is not completed within this period, the Delegate will be required to pay an extension fee to complete his/her studies.

2. Postage, certificates and copies

- Postage on all material sent to DQS ACADEMY is payable by the Delegate.
- The replacement of study materials will be for the account of the Delegate.
- DQS ACADEMY issues electronic copies of certificates to Delegates. Printed hard copies of certificates are available at R70 per certificate (excl. 15% VAT and courier costs).
- DQS ACADEMY imposes a fee of R150 (excl. 15% VAT and courier costs) for every re-issued certificate, with

no exception. Upon receiving full payment, DQS ACADEMY will issue the certificate in hard copy and send it to Delegate.

3. Transfers

- A Delegate will not receive a certificate for any course they have not formally been registered for.
- Transfer requests from Delegates for transfers to another course or another date for the same course is at DQS ACADEMY's discretion and subject to course availability. Any fees (if paid) will be credited towards the new course fee. If the fee of the transferred course is higher than the registered course, the Delegate shall be responsible for paying the difference in course fees. Transfer requests may only be made in writing up to fifteen (15) working days prior to the course; thereafter the registration is considered to be a cancellation.
- A Delegate may transfer his/her seat to another person (substitute Delegate) without incurring a penalty, subject to the discretion of DQS ACADEMY and if such transfer request is made in writing to DQS ACADEMY at least fifteen (15) calendar days prior to the start of the scheduled course. Please inform us in writing of the name of the substitute Delegate (for the certificate name), so we can make the necessary arrangements. If no written notice is received from the Delegate at a minimum of fifteen (15) calendar days prior to the start of the scheduled course, the Delegate's request for seat transfer may be declined.
- Please note that verbal notification of transfer is not acceptable in any case.

4. Cancellation Policy

- All cancellations must be done in writing via email to dqs@dqs.co.za.
- DQS ACADEMY must be informed immediately of rescheduled or cancelled bookings, to enable us to make the necessary alternative arrangements regarding the catering, venue, Facilitators, Delegate numbers, etc. to avoid penalty charges.
- Unfortunately, no refund or credit can be given to Delegates who do not attend without giving prior notice.
- For all onsite training bookings, 15 working days' notice is required if dates are to be changed or the event is to be cancelled. Any booking amendments in under 15 working day will incur a cost at the discretion of DQS ACADEMY.
- For public and onsite training, the following cancellation charges apply:

11 – 30 days before a course	10% of course fee
6 – 10 days before a course	20% of course fee
4 – 6 days before a course	30% of course fee
1-3 days before a course	50% of course fee
No show on day of the course	100% of course fee
- DQS ACADEMY reserves the right to cancel any training courses at any time due to unforeseen circumstances and shall not be liable whatsoever in respect to the consequence of such cancellation.
- In the event that DQS ACADEMY decides to cancel the training course, the registered Delegate will be contacted to confirm alternative dates and be accommodated at our next available course of a similar nature.
- DQS ACADEMY will cancel the registration of Delegates who register without adhering to the entrance criteria for the registered course.

5. Special Dietary Requirements

- DQS ACADEMY provides vegan, vegetarian, Halaal-friendly or Kosher-friendly meals as arranged upfront with Delegates. Please indicate your dietary requirements on the Registration Form to ensure your special meals are catered for.

6. Entrance criteria

- The Delegate is responsible for ensuring that they are on the correct course and adhere to the latest and correct entrance criteria.
- It is the Delegate's responsibility to ensure, and they herewith warrant, that they meet the entrance criteria relevant to the Training Courses (including prior education). Certified copies of information and documentation to prove the Delegate's compliance with the entrance criteria must be provide to DQS ACADEMY by the latest on the first day of training.

- Please bring a copy of the Delegate's ID (identity document) to the first day of the training session.

7. Indemnity and disclaimers

- All guests/visitors entering or attending courses at DQS ACADEMY do so entirely at their own risk.
- Right of Admission is reserved.
- All guests/visitors agree to indemnify DQS ACADEMY, its owners, employees, agents, contractors and hold it blameless against acts or omissions not directly or indirectly related to our gross negligence, or acts and occurrences beyond our reasonable control. Although we take every precaution to protect our guests/visitors, Delegates and their property; DQS ACADEMY, its owners, employees, agents, and contractors will not be held liable for any loss, theft or damage to any personal belongings, including but not limited to, cash, jewellery, electronic equipment, however caused, during your visit/ training.
- Although we endeavour to provide training services to the highest industry standards, we do not accept any liability for (i) any inaccuracy or misleading information provided in the programmes or Course Materials and any reliance on such information, (ii) any loss or corruption of data, (iii) any loss or damage as a result of the use of the information provided in courses, or (iv) any indirect, special or consequential loss arising from any breach of the terms of this Agreement. Except for matters which under law may not be limited or excluded, no implied conditions, warranties or other terms apply (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description).
- No claim may be brought more than six months after the last date on which the Services concerned have finished or ceased to be provided by us. DQS ACADEMY's total liability arising from or in connection with these terms and conditions and anything which we may or may not have done in connection with the delivery of the Service (including liability arising from breach of contract, negligence or any other reason) shall be limited to the fees received by us in connection with the relevant course in relation to which a dispute has arisen.

8. Information

- DQS ACADEMY reserves the right to use the Delegate's information to provide the necessary materials to the Delegate and otherwise to perform our obligations and enforce our rights under this Agreement.
- As an existing DQS ACADEMY Delegate, you will receive notifications via email of upcoming courses that may be of interest to you. You can opt out of these email notifications at any time quickly and permanently by requesting your removal from our mailing list from dqs@dqs.co.za.
- DQS ACADEMY will take all necessary technical and organizational precautions to ensure that Delegates' Confidential Information is protected from unauthorized access, alteration, disclosure, erasure, manipulation and destruction by third parties while such information is in its possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws.
- Upon written request, DQS ACADEMY will provide reasonable information regarding the processing of such information, including where and how such information is stored, who has access to such information and why and what security measures are taken to ensure that information is protected.
- DQS ACADEMY will maintain sufficient procedures to detect and respond to security breaches involving Confidential Information and will inform Delegates as soon as practicable when malicious activity involving such Confidential Information is suspected or confirmed, including an estimate of the activity's effect on the Delegate and the corrective action taken.
- The Delegate may not share, copy, amend, or distribute the courses or any part of the course content (online or classroom training).
- The Delegate hereby accepts that DQS ACADEMY shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons for such variations.

DQS ACADEMY POPIA DELEGATE CONSENT FORM

Consent form in terms of the Protection of Personal Information (POPI) Act, No. 4 of 2013

1. I hereby give my consent and voluntarily agree that DQS MSS (Pty) Ltd. (herein after named 'DQS Academy'), may process the following personal information of myself:
 - 1.1. Full name and surname;
 - 1.2. Identity number for verification of identity of person attending training and certificates issued for all courses and qualifications
 - 1.3. Contact details including telephone numbers, email address, physical address
 - 1.4. Employer details
 - 1.5. Pre-requisite training requirements including employment details and background, qualifications; and
 - 1.6. Where relevant for payment terms, financial information including the conducting of a credit check.
2. Processing shall include the receipt, recording, organising, collation, storage, updating or modification, retrieval, alteration, consultation and use; the dissemination by means of transmission, distribution or making available in any other form, or the merging, linking as well as blocking, degradation, erasure or destruction of information, as described by POPI.
3. In terms of POPI, customers and delegates whose personal information is being processed, will be referred to as 'data subjects'.
4. This consent is effective immediately and will remain effective until such consent is withdrawn.
5. The personal information may only be processed if it is adequate, relevant and not excessive, given the purpose for which it is processed, and if processing occurs in accordance with the relevant provisions of POPI. The purpose of the processing of information must relate to a training-related function or activity.
6. DQS Academy will collect and process only personal information pertaining to the proper functioning, management and governance of its institution, as prescribed in relevant education legislation and policies.
7. The subjects and categories of information collected will depend on the purpose for which it is collected and will be processed for that purpose only.
8. DQS Academy recognises that personal information may be processed in terms of POPI only if:
 - 8.1. the data subject consents to the processing;
 - 8.2. processing is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is a party;
 - 8.3. processing complies with an obligation imposed on the institution by law;
 - 8.4. processing protects a legitimate interest of the data subject;
 - 8.5. processing is necessary for the performance of a public law duty, and/or
 - 8.6. processing is necessary for pursuing the legitimate interests of DQS Academy.
9. A data subject has the following rights in terms of this consent:
 - 9.1. The right to know what information is being kept, how it is being used, and when DQS Academy will disclose it.
 - 9.2. The right of a data subject to correct their details. DQS Academy will attempt to keep information updated. Should any of details of a data subject change, DQS Academy should be notified to ensure that all records are as accurate as possible.
 - 9.3. The right to revoke consent. Data subjects may revoke the consent that has been given in terms of this form at any time. This should be done in writing and addressed to the information officer of DQS Academy, at info@dqs.co.za. Revoked consent is not retroactive and will not affect any past or current use of information.
 - 9.4. All the aforesaid information is contained in DQS Academy's Delegate Personal Information Policy (DQSMSS-LEGAL-006) and the IT Privacy Policy (DQSMSS-LEGAL-007), both available on the DQS Academy website, as well as provided on request.
10. Consent to receive marketing information:
 - 10.1. By agreeing to the terms of this consent form, a delegate expressly consent to the processing of their information for marketing purposes.
 - 10.2. Delegates should understand that by consenting, they may receive marketing materials, relevant to DQS Academy, in the form of SMSs, WhatsApp messages, emails, etc.
11. Permission to make personal information available on broadcast platforms:
 - 11.1. By agreeing to the terms of this information form, you expressly consent to your personal information being used in broadcasts, including in the form of video recordings for a programme related to training courses, as well as any participation in any DQS Academy event on a television station or other form of transmission or broadcasting platform including the Internet or apps, including the livestreaming of such events.
12. Permission to be added on DQS Academy' WhatsApp and/or MS Teams groups:
 - 12.1. By agreeing to the terms of this information form, you expressly consent to be added on DQS Academy WhatsApp and/or MS Teams groups, solely related to training activities, administrated by DQS Academy Training Administration staff.

By signing the registration form, you acknowledge the above terms and conditions. However, please indicate here if you prefer to OPT OUT of DQS Academy marketing information related to other/ similar courses/ services. Note that we never reveal information to any third parties.	
NO	I don't want other DQS Academy Marketing material.
Please remove email address:	