



## Torque IT Enrolment 'Terms and Conditions'

### 1. PAYMENT

1.1 Students who do not have credit facilities with Torque IT through their employer / sponsoring entity, need to ensure that payment is received before the start date of the training course, otherwise he / she will not be allowed to attend.

1.2 Payment by means of EFT (Electronic Funds Transfer), wire transfer, credit card, or Company Purchase Order, is preferred. The acceptance of any Proof of Payment, as presented by a student, will be at the sole discretion of management and is not guaranteed. A student who was allowed on class based on the presentation of a proof of payment, shall be held jointly and severally liable for the total fee of the course/s and any exams and failure to attend in full all lectures or exams will not in any way affect the enrolment fee in that the student/ company will be held liable for the total fee for all course/s and exams.

### 2. CANCELLATION & RESCHEDULING

2.1 Torque IT reserves the right to alter, cancel or reschedule any course or trainer without liability and at its discretion; if it does, Torque IT will use reasonable efforts to notify you at least one week in advance. You will not be charged for the Torque IT cancellation or rescheduling.

2.2 The cancellation period for public scheduled training at any Torque IT branch is 8 working days. In the event of the student/company cancelling or postponing the course 9 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 9 days before the course commencement date.

2.3 The cancellation period for training onsite at the client's venue is 10 working days. In the event of the student/company cancelling or postponing the course 11 or more days prior to course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 11 days before the course commencement date.

2.4. Students have the opportunity to re-attend a course at Torque IT, within 6 months of the initial course start date, at a cost of R140.00 (excluding VAT) per person, per day. Booking of re-attendance courses is subject to full payment of the re-attendance cost in advance, regardless if the client is a 30-Day account holder with Torque IT.

2.5 The cancellation period for training on any Cisco Datacentre / Cloud courses and/or any other Service Provider certification course and/or specifically the CVIND2 course that forms part of the CCNA Collaboration Certification track is 15 working days, in order for Torque IT to comply with Cisco Systems Inc.'s Lab reservation policies. In the event of the student/company cancelling or postponing the course 16 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 16 days before course commencement date. For purposes of re-attending any of the certification courses outlined in this clause, Cisco's Hands on Labs' reservation costs will apply; *kindly refer to clause 2.14 for the associated Cisco re-attendance fees.*

### SATV CANCELLATION & RESCHEDULING

2.6 In the event that Software Assurance Training Vouchers are used/redeemed for a course and the student does not show up for the training, the client will forfeit allocated free days to the same quantity as the duration of the course booked.

### APMG, PEOPLECERT & KEPNER-TREGOE EXAM CANCELLATION & RESCHEDULING

2.7 The cancellation period for APMG, Peoplecert and Kepner-Tregoe exams at any Torque IT branch is 8 working days. In the event of the student/company cancelling or postponing the exam 9 or more working days before exam commencement, there will be no charge. A 100% cancellation fee will be levied for exam cancellations made within 8 working days before the scheduled exam timeslot.

2.8 The cancellation or postponement of any APMG, Peoplecert and Kepner-Tregoe exam must be made in writing and will only be considered and accepted as successful once a written confirmation has been acknowledged by a Torque IT representative.

2.9 Please note that exam prices are subject to periodic amendment and are quoted as per the current pricelist at the time. If a student/company postpones or cancels an APMG, Peoplecert and Kepner-Tregoe exam less than 9 working days prior to the scheduled exam time slot and rebooks the exam in the same period, the student or company will be liable for the exam price difference between the originally quoted price and the newly amended price.

2.10 Should a connectivity failure occur during an online exam the following is applicable:

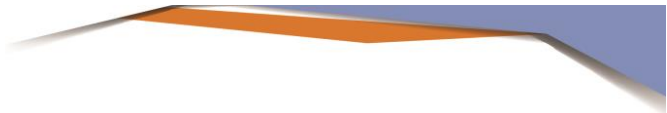
2.10.1 No time penalty will be incurred for the exam session.

2.10.2 Torque IT endeavours to resolve the connectivity failure within a 60 minute window period.

2.10.3 In the event that Torque IT is unable to resolve the connectivity failure within the 60 minute window period, the student will have the option of being excused from the said exam session and can reschedule the same exam with Torque IT at no additional cost.

2.10.4 We encourage students to remain at the exam centre until connectivity is restored and continue with the exam session until fully completed.

2.10.5 Once an exam session has commenced it is not possible to stop, cancel or reschedule the exam.



## **PRINCE2®/AGILEPM®/PRINCE2 AGILE®/MSP®/MOR®/P30® CANCELLATION & RESCHEDULING**

2.11 The cancellation period for training on any PRINCE2®/AGILEPM®/PRINCE2 AGILE®/MSP®/MOR®/P30® modules at any Torque IT branch is 15 working days. In the event of the student/company cancelling or postponing the course 16 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 16 days before the course commencement date.

## **RED HAT CANCELLATION & RESCHEDULING**

2.12 The cancellation period for Red Hat courses and exams is 14 calendar days prior to the course or exam start date. In the event of the student/company cancelling or postponing a course or exam 14 or more calendar days before the course or exam commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 14 calendar days before course or exam commencement date. The student/ company may reschedule a course or exam up to 14 calendar days prior to the course or exam start date. 2.12.1 Students attending a Red Hat course or exam who do not have an existing RHN ID will be required to create a once off RHN ID by registering directly on the Red Hat page as follows: <https://www.redhat.com/wapps/ugc/register.html>

## **VMware CANCELLATION & RESCHEDULING**

2.13 The cancellation period for training on any VMware Advanced Reseller course is 15 working days. VMware Advanced Reseller deliveries are VMware Direct deliveries for South Africa and course enrolments are processed through a VATC reseller model in which Torque IT participates. VMware requires a minimum attendance of 4 (four) delegates, for the scheduled dates and therefore manages the scheduling and cancellation of these course should the minimums not be met. VMware also reserves the right to convert instructor led training into live online deliveries should minimums not be met, in an effort to avoid cancelling a course. 2.13.1 Delegates wanting to attend VMware advanced reseller courses will be managed on a case by case basis as VMware's direct involvement and final confirmation is required.

## **CISCO RE-ATTENDANCE**

2.14 Delegates re-attending must bring along their own courseware that was initially issued for the course/s that will be re-attended. Should courseware be outdated, delegates will be held liable for the total cost of the course/s based on the latest course version. Delegates re-attending courses that make use of Cisco integrated learning labs, or requires remote labs support to complete the associated hand on lab exercises, will be liable for the following additional cost/s, which are over and above Torque IT's standard re-attendance fees:

2.14.1 ROUTING & SWITCHING: ICND1v3 at USD\$200 allows access for 60 hours and is valid for 180 days; ICND2v3 at USD\$200 allows access for 70 hours and is valid for 180 days; CCNA Bootcamp v3 at USD\$400 allows access to Cisco ICND1v3 for 60 hours and is valid for 180 days as well as to ICND2v3 for 70 hours and is valid for 90 days ; ROUTE at USD\$100 allows access to the lab for 50 hours and is valid for 180 days; SWITCH at USD\$100 allows access to the lab for 50 hours and is valid for 180 day; TSHOOT at USD\$100 allows access to the lab for 50 hours and is valid for 180 days; MPLS at USD\$75 allows access to the lab for 25 hours and is valid for 90 days; BGP at USD\$500 allows access for 5 days.

2.14.2 DATA CENTRE: DCICNv6.0 at USD\$1000 allows access for 5 days; DCICTv6.0 at USD\$1000 allows access for 5 days; DCUCIv6 at USD\$1000 allows access for 5 days; DCIIV6.0 at USD\$1000 allows access for 5 days ; DCVAIv6.0 at USD\$1000 allows access for 5 days; DCIDv6.0 at USD\$1000 allows access for 5 days; DCITv6.0 at USD\$1000 allows access for 5 days; DCNX1K at USD\$750 allows access for 3 days; DCNX5K at USD\$700 allows access for 5 days; DCNX7K at USD\$750 allows access for 5 days; DCINX9K at USD\$650 allows access for 2 days; DCAC9K at USD\$1000 allows access for 5 days; DCMDS at USD\$500 allows access for 5 days

2.14.3 CLOUD: CLDFND at \$1000 allows access for 5 days; CLDADM at USD\$1000 allows access for 5 days.

2.14.4 SERVICE PROVIDER: SPNGN1 at USD\$600 allows access for 5 days; SPNGN2 at USD\$600 allows access for 5 days; SPROUTE at USD\$600 allows access for 5 days; SPADVROUTE at USD\$600 allows access for 5 days; SPCORE at USD\$600 allows access for 5 days; SPEDGE at USD\$600 allows access for 5 days

2.14.5 COLLABORATION: CIVND2 at USD\$750 allows access for 5 days.

2.14.6 SECURITY: IINSv3 at USD\$600 allows access for 5 days.

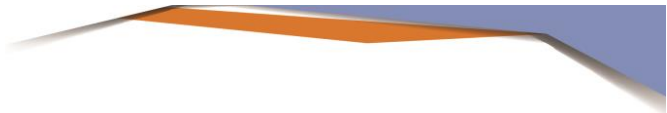
## **MICROSOFT RE-ATTENDANCE**

2.15 Delegates re-attending must bring along their own courseware that was initially issued for the course/s that will be re-attended. Delegates re-attending courses that make use of Microsoft Labs Online in class, will be liable for the following additional cost/s, which are over and above Torque IT's standard re-attendance fees:

2.15.1 NE-10993: Integrating On-Premises Identity Infrastructure with Microsoft Azure is ZAR1500 and provides Office 365 lab access for 5 days, Monday to Friday.

2.15.2 NE-20347: Enabling and Managing Office 365 is ZAR1500 and provides Office 365 lab access for 5 days, Monday to Friday.

2.15.3 NE-20533: Implementing Microsoft Azure Infrastructure Solutions is ZAR1500 and provides Azure access for 5 days, Monday to Friday and post class access for 180 days.



### **3. ENROLMENT**

3.1 All courses and exams must be completed within 8 months of the date of enrolment. Failure to do so will result in the forfeiture of associated fees.

3.2 The student hereby acknowledges that he/she has read the pre-requisites for the course(s) listed on the enrolment form and understands that it is up to him/her to ensure that these criteria have been met before attending the courses. Torque IT will not be responsible in the event that the student is unable to complete the course if these pre-requisites have not been met and reserves the right to ask the student to leave the course.

3.3 The student hereby acknowledges that the successful completion of courses necessitates that he/she attends and obtains a minimum score of 80 %, in class attendance. If this 80 % rating is not achieved, it will result in the student's status being captured as, 'insufficient course attendance'. Insufficient attendance does not qualify for the receipt of a Torque IT electronic attendance certificate.

3.4 The student hereby acknowledges that the successful completion of a 1 day course, necessitates that he/she attends and obtains a score of 100 % in class attendance. If this 100 % rating is not achieved, it will result in the student's status being captured as, 'insufficient course attendance'. Insufficient attendance not qualify for the receipt of a Torque IT electronic attendance certificate.

### **4. RECOVERY**

4.1 In the event of any action being required in order to recover monies, or any action by Torque Technical Computer Training (Pty) Ltd in terms of these terms and conditions, the student/company hereby acknowledges that it will be liable for legal costs on the scale as between attorney and own client, which costs shall include costs of a tracing agent and collection commission.

### **5. DOMICILIUM**

5.1 The student/ company hereby nominates its domicilium citandi et executandi at the address stipulated on the face hereof for the purpose of service of any notices and proceedings in consequence of this agreement.

### **6. JURISDICTION**

6.1 The student/company hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944 to the jurisdiction of the Magistrates Court in respect of any action instituted by Torque Technical Computer Training (Pty) Ltd notwithstanding the fact that the sum claimed may exceed the jurisdiction of such court.

### **7. WAIVER**

7.1 No relaxations or indulgences granted by Torque Technical Computer Training (Pty) Ltd to the student/company shall in any way be construed as being a waiver or renunciation by Torque Technical Computer Training (Pty) Ltd of any of its rights in terms of this agreement. Such relaxation or indulgence shall further not be regarded as a negation of the student's/company's liability in terms hereof.

### **8. SOLE AGREEMENT**

8.1 This agreement and terms and conditions shall form the sole agreement between Torque Technical Computer Training (Pty) Ltd and the student/company. No amendment or variation thereto shall be of any force or effect unless reduced to writing and signed by all the parties concerned, or their duly authorised agents and/or representatives.

### **9. LIABILITY**

9.1 Torque Technical Computer Training (Pty) Ltd shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the clients, its directors, employees, contractors or agents. The client indemnifies the company and holds it harmless against all and any claims made against it by any party whatsoever in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the company in defending such claims.

9.2 Personal belongings and items belonging to or in the possession of the client or delegate brought onto the training premises are the sole responsibility of the owner and the company accepts no responsibility for such items.

### **10. WARRANTIES**

10.1 Torque Technical Computer Training (Pty) Ltd makes no representation or warranties in respect of lecturers. It is hereby recorded that a good standard of training will be upheld at all times; in the event that the student is not satisfied as to the standard, the onus of proof thereof shall lie with the student.

### **11. DAMAGES**

11.1 The student acknowledges that he/she will be working with expensive computer equipment and shall be held liable for any damages suffered by Torque Technical Computer Training (Pty) Ltd to the equipment through any negligent acts by the student.

### **12. ORACLE BOOKINGS**

12.1 For all Oracle training bookings please familiarize yourself with the Oracle Terms and Conditions as follows: <http://education.oracle.com/za/terms/termspolicies101015.html>