

Standard Terms and Conditions of Business

Introduction

These terms and conditions will apply to all bookings for a seminar or conference or workshop or webcast or similar event organised or to be organised by SAICA or any of its Representatives and marketed as such ('Event'). All bookings will be subject to a confirmation by SAICA and once confirmation of a booking has been sent the booking will be confirmed.

1. Bookings and Confirmations

- a. Bookings can only be done online. Once submitted such booking shall be deemed to be confirmed and as such, SAICA's payment and cancellation terms as set in clauses 3 and 5 below shall apply.
- b. SAICA shall generate and send a tax invoice to the booked delegate as further confirmation of the booking.
- c. If an individual has booked an Event but does not receive an invoice until 3 (three) working days prior to the Event date, it is the responsibility of the individual to contact the SAICA Call Centre on 011 621 6600 or 0861 SAICA and follow-up on the booking.

2. Payment and Refunds

- . Payment for bookings shall be made in advance.
 - a. The price of the Event will be the price displayed under the Fees section of the brochure. The price shall include Value Added Tax.
 - b. After payment is made, individuals must submit their proof of payment, clearly stating the invoice number that appears on the invoice. Proof of payment should be emailed or faxed to the person whose name and contact details appear under the Contact Details section of the brochure or alternatively emailed to debtors.se@saica.co.za.
 - c. Proof of payment must be submitted no later than 2 (two) working days prior to the date of an Event. Individuals who have booked within 7 (seven) or less working days prior to the date of an Event must produce proof of payment on the day of the Event unless proof of payment was submitted to, and receipt thereof was confirmed by, SAICA.
 - d. Payment shall be made by electronic funds transfer, or direct deposit to a bank account to be designated on the invoice, or by credit card payment using the payment facility on the SAICA website.
 - e. Individuals shall not be entitled to receive a refund of the Event fee except in circumstances where -
 - a. there was an overbooking by SAICA;
 - b. or the Event was cancelled.

3. Cooling-off Period

All payments by means of an electronic transaction shall be subject to section 44 (Cooling-Off Period) of the Electronic Communications and Transactions Act No 25 of 2002, as amended. As such, individuals shall be entitled to cancel this agreement without reason or penalty within 7 (seven) days after the date of the booking.

. If the cooling-off period under clause 7.1 does not apply, and a person is a consumer protected by the Consumer Protection Act No 68 of 2008 and the person makes a booking as a result of direct marketing, then that person shall be entitled (under section 16 (Consumer's right to cooling-off period after direct marketing) of the Consumer Protection Act) to cancel this agreement within **five (5) business days** after the date of the booking by completing and sending to SAICA the notice attached hereto as Annexure A.

4. Cancellations

Individuals wishing to cancel a booking must send a written cancellation notice to the person whose name and contact details appear under the Contact Details section of the brochure. Telephonic cancellations will not be accepted.

. All cancellations received less than 8 (eight) calendar days prior to the date of the Event shall incur a cancellation fee of 50% (fifty) percent of the Event fee.

- a. Individuals who have booked for an Event but fail to cancel, or transfer (in accordance with 7 below) or substitute (in accordance with 6 below) a booking shall remain liable for the booking and as a result thereof forfeit the Event fee.
- b. No cancellation fee shall be levied by SAICA on cancellation of a booking for reasons of death or hospitalisation.

- c. Failure to a) cancel within 4 working days of the event and/or; b) not show up at a free event; shall attract an administration fee of R350 free events.

5. **Substitutions**

Individuals are entitled to substitute bookings that have been confirmed. Only written substitution requests will be considered. Telephonic requests for substitution will not be accepted.

- a. A request for substituting an individual for another must be submitted to SAICA in writing 24 (twenty four) hours before the date of the Event. No late substitution requests will be considered. Requests for substitution must be sent to the person whose name and contact details appear in the Contact Details section below.
- b. Non-members who substitute a member will be liable for the difference between the member Event fee and non-member Event fee.

6. **Transfers**

Requests for the transfer of a booking to a different Event venue or Event date or different Event ('Transfer') shall be made in writing to SAICA. Requests for Transfers must be made to the person whose name and contact details appear in the Contact Details section below. Telephonic transfers will not be accepted.

- a. No charges will be levied for a Transfer unless a request for a Transfer is received 15 (fifteen) working days after the first booking, in which case an administration fee of R300 (three hundred rand) shall be charged..
- b. Transfer requests received within 3 (three) working days prior to the Event date shall be subject to a charge amounting to 50% (fifty percent) of the Event fee.

7. **Webcast disclaimer**

Whilst SAICA takes all reasonable steps to ensure that the access to the webcast is reliable and the webcast is of the highest quality and standard, SAICA will not be held liable for any mistakes, omissions, loss, or damage due to the use of the platform. We cannot provide any warranty or guarantee of any nature, express or implied in respect of the information within the webcast, the opinions of the presenters or perceived quality of the experiences or services rendered. Furthermore SAICA will not be held liable for the conduct of the host instructor or institution or any potential benefits not provided against information contained therein

8. **Protection of Personal Information (POPIA)**

Collection and Lawful Processing of Personal Information: SAICA respects your privacy and recognise the importance of protecting your privacy in respect of your personal information. By registering for this webinar we will collect or verify, and process your personal information mainly for the purpose of understanding your requirements and delivering our services accordingly. What Personal Information we collect and process: Upon your registration for this webinar we will collect or verify your personal information, including but not limited to your full name, membership number and contact details. Processing of Personal Information: The personal information we collect or verify will only be processed for the purpose it is collected for. Please [follow this link](#) for our complete Data Protection Notice. For our General Data Protection & Retention Policy and Privacy Policy please [follow this link](#).

9. **Limitation of Liability**

To the extent allowed by law, SAICA shall not be liable to any person whatsoever in respect of any loss or damage caused by or arising from any fact or circumstance beyond the reasonable control of SAICA, or which is consequential or incidental or damage of whatever nature and howsoever arising from or in connection with any booking. To the extent allowed by law, SAICA's liability shall in any event and under all circumstances be limited to the refund of the Event fee.