

PIERRE SPIES INTERNATIONAL SPORT INSTITUTE (PSI)

TERMS & CONDITIONS OF REGISTRATION

- SHORT COURSES, WORKSHOPS, CLINICS AND SPECIALISATIONS

Terms and conditions of registration agreed upon between Pierre Spies International Sport Institute and the Applicant.

Note: These Terms and Conditions must be read with and forms an integral part of the Pierre Spies International Sport Institute Application Form.

To be completed by the applicant if 18-years or over and the parent/legal guardian if applicant is under 18-years of age.

Applicant: I have read and understood the Pierre Spies International Sport Institute Terms and Conditions of registration and confirm that I am bound thereby. I declare that the information I have supplied is complete and true. I declare that I hold myself responsible for all fees and charges due and payable by me to Pierre Spies International Sport Institute. Should my account be handed over to attorneys for collection, I will be liable for all additional costs and fees charged by them.

Signature of applicant: _____

Signed at: _____

Date: _____

Parent/legal guardian: I confirm that I am the parent/guardian of the applicant above. I hereby give my consent to the applicant applying for registration. I have read and understood the Pierre Spies International Sport Institute Terms and Conditions of registration and confirm that I am bound thereby.

Signature of parent / guardian: _____

Signed at: _____

Date: _____

Fees Payable:

- 1.1. The course fee in respect of the course chosen is payable in full before the date of commencement of the course (hereinafter, "Commencement Date").
 - 1.1.1. Where applicable: The course deposit, being 50% of the course fees, payable 2 (two) calendar weeks prior to the Commencement Date shall be set out in the Official Acceptance Letter issued to the Student by Pierre Spies International Sport Institute once it has confirmed that the application is successful; and
 - 1.1.2. Subject to clause 3 below, the balance of tuition fees, in respect of the course chosen, is payable on Commencement Date.
- 1.2. The registration of the Student for the chosen course is only confirmed once the course fee has been received by Pierre Spies International Sport Institute and all the relevant Signatories (that is, the Student and/or Parent/Guardian, where appropriate) have signed the registration form annexed hereto, the Terms and Conditions, any other applicable documentation and the Applicant has indicated that he/she is bound by Pierre Spies International Sport Institute Policies, Rules and Code of Conduct and Pierre Spies International Sport Institute has informed the Applicant that he/she has been registered.

2. Pierre Spies International Sport Institute's Rights:

The Pierre Spies International Sport Institute has the right to:

- 2.1.** It is recorded that a minimum of 5 (five) registered Applicants is required for any course to be run by Pierre Spies International Sport Institute. In this regard, Pierre Spies International Sport Institute therefore has the right to cancel the teaching of any course offered based on insufficient demand.

3. Cancellation:

- 3.1.** Once the course has commenced, no refunds or cancellations will be considered.
- 3.2.** 20% of full course fee is non-refundable if a student cancels less than fourteen days before the course Commencement Date.
- 3.3.** If a student has paid in full and a cancellation notice is received in writing prior to fourteen days before Commencement Date of the course, course fees will be refunded less 10%.

4. Acknowledgements and Indemnification By Applicant:

The Applicant acknowledges that:

- 4.1.** He or she may be exposed to risks to life, bodily injury, health, and illness, damage to property or personal liability and, in the full knowledge of the risks, indemnifies Pierre Spies International Sport Institute against all claims, (including claims by third parties) charges, lawsuits, damages, orders and expenditures whatsoever arising from the above mentioned or in the attendance at lectures or training in any workshop, laboratory or other place or any excursion, event or sporting activity with or without Pierre Spies International Sport Institute;
- 4.2.** The course provided by Pierre Spies International Sport Institute is practically based and as such includes minimal lectures and intense practical components.
- 4.3.** The information given in the Application Form is warranted to be accurate and correct in all respects; and
- 4.4.** He or she has read and understood these Terms and Conditions and agrees to be bound thereby and by the Policies and Procedures of Pierre Spies International Sport Institute in force for the time being and for any period during which the Applicant is registered with Pierre Spies International Sport Institute.

5. Pierre Spies International Sport Institute's Rights:

All intellectual property rights in the course materials provided by Pierre Spies International Sport Institute to the Student shall remain Pierre Spies International Sport Institute or its licensors' property.

6. Confidentiality:

- 6.1.** Any information and materials relating to Pierre Spies International Sport Institute or its business disclosed to the Applicant by or on behalf of Pierre Spies International Sport Institute prior to or after the entering into any contract with the Applicant, shall be the confidential information of Pierre Spies International Sport Institute and shall not be used or disclosed by the Applicant to any third party without the written permission of Pierre Spies International Sport Institute.

62. The Applicant further consents that personal information may be used for communication about his/her enrolment and related activities as well as for statistical and marketing purposes and that he/she has the right to terminate this use at any time by written notice to Pierre Spies International Sport Institute.

7. Applicable Law and Jurisdiction:

- 7.1. These Terms and Conditions, the annexes hereto and the Application Form will in all respects be governed by and construed under the laws of the Republic of South Africa and/or the laws of the country in which the Pierre Spies International Sport Institute course is being offered.
- 7.2. The Applicant consents to the non-exclusive jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No.32 of 1944, notwithstanding that the claim by Pierre Spies International Sport Institute exceeds the normal jurisdiction of the Magistrate's Court as to the amount claimed. The Pierre Spies International Sport Institute shall, in its discretion, be entitled to proceed against the Applicant in any other court of competent jurisdiction, notwithstanding the a foregoing.

8. Waiver:

No relaxation or indulgence granted to the Applicant by Pierre Spies International Sport Institute, at any time, shall be deemed to be a waiver of any of Pierre Spies International Sport Institute 's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the Terms and Conditions set out herein, or create any estoppel against Pierre Spies International Sport Institute. No waiver of these Conditions will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given.

9. Variation:

No notice, variation, addition, deletion, or agreed cancellation of these Terms and Conditions, the annexes or Application Form hereto, will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto.

10. Assignment:

The Applicant shall not at any time cede or assign any of its rights or obligations under these Terms and Conditions without the prior written consent of Pierre Spies International Sport Institute.

11. Severability:

If any clause of these Terms and Conditions shall be found to be invalid by any competent court, the remaining clauses shall remain valid and enforceable.

Disclaimer of Liability:

Disclaimer of Liability for legal declarations

If any provisions of these terms and conditions are found to be unlawful, outdated, then to the extent which that term is, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect.

These terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

Signed at Centurion on this _____ day of _____ month _____

Applicant Signature: _____

Parent / Guardian Signature *(in case of minor)*: _____

PSI Representative *Sign & Print Name*: _____

Date: _____