

**Centre for Environmental Management**

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## A. FINAL TERMS AND CONDITIONS – PUBLIC COURSES 2018

Please note that these Public Terms and Conditions will be as effective from 1 January 2018, and will repeal and replace any Public Terms and Conditions published by the CEM previously.

### 1. ITEMS INCLUDED IN THE QUOTED FEE

Quoted fees are inclusive of course attendance, refreshments, lunches, course material/electronic course material, assessment and a certificate of successful completion, or a letter of attendance, as applicable.

### 2. TERMS OF APPLICATION FOR AND ACCEPTANCE INTO A COURSE

- All prospective delegates must complete and submit an on-line CEM course application form for each course.
- All employer-sponsored applications must be approved by a line manager, training manager, procurement officer, or any other duly authorised person on each delegate's application form.
- Applicants will also indicate on the application form the identity and contact information of the person who will be responsible for payment.
- All applications will be supported by a copy of the identification document for South Africans, or a copy of a valid passport for foreign nationals.
- *Only delegates who satisfy all the course acceptance requirements, as applicable, will be permitted to attend a CEM course. Course entrance requirements are published on the CEM website ([www.nwu.ac.za/cem](http://www.nwu.ac.za/cem)). It is the responsibility of all candidate applicants to familiarise themselves with the applicable entrance requirements.*
- *Successful applicants will be registered on the NWU's short-course database.*
- *Successful applicants will be informed in writing of acceptance into and registration for a course. Please note that an application for acceptance into a course does not guarantee access to any other course offered by the CEM or the NWU. The CEM will decline or accept all applications in writing.*
- Limited seats are available per course. The decision to accept qualifying delegates into any course is made on a first come first accepted basis.

### 3. TERMS OF PAYMENT

- Invoices are generated and forwarded to the applicant for payment once a completed course application form has been submitted to and accepted by the CEM.
- Payment of the invoiced amount must be made within thirty (30) days of the invoice date.
- Self-employed applicants must settle their account prior to the course.

### 4. TERMS AND CONDITIONS RELATED TO DISCOUNTS OFFERED

- All terms and conditions applicable to CEM's public courses apply to special offers.

- Some of the CEM's discount offers are applicable to specific courses and time frames only.
- The discounts offered are subject to the availability of seats at the time of registration.
- Discounts may be offered only if applicants record the relevant discount code on each application when such an application is submitted.
- Discounts may be offered only to delegates who otherwise qualify for acceptance to the course.

## 5. CANCELLATIONS OR POSTPONEMENTS

### 5.1 Course cancellations or postponements by delegates

Notice of cancellations or postponements by registered delegates must be submitted in writing to the CEM. Failure to do so in a timely manner will result in the following penalties:

Time frame	Cancellation fee:
Written cancellation or postponements received by the CEM more than ten (10) week days before the commencement of any course.	No cancellation fee.
Written cancellation or postponements received by the CEM less than ten (10) week days before the commencement of any course.	Cancellation fee of 20% payable.
Written cancellation or postponements received by the CEM less than five (5) week days before the commencement of any course.	Cancellation fee equal to the course fee.
No written cancellation or postponement received by the CEM or failure to report for any course.	Cancellation fee equal to the course fee.

### 5.2 Course cancellations or postponements by CEM

The CEM reserve the right to cancel and/or change the dates of any course up to seven (7) week days before the commencement of the course.

## 1 SUBSTITUTE CANDIDATES

- Applicants may nominate in writing substitute candidates should an applicant not be in a position to attend a course.
- Applications by substitute candidates must be made to the CEM in writing, no later than five working days before the commencement of any course.
- All substitute candidates must qualify in terms of the entrance and other requirements that may be applicable to any course.

## 2 CONFIDENTIALITY

- The CEM may not provide any delegate information, including results, to any third party, including employers and funders, without the written consent of the delegate. Delegates are encouraged to authorise the CEM to disclose such information to employers, funders and SAATCA as applicable.

## 3 GENERAL

- Each applicant is responsible for his/her own travel and accommodation arrangements.
- A list of accommodation providers is available on request.
- The CEM takes no responsibility for any liabilities arising from incorrect information supplied in the application form.
- In the absence of relevant unit standards for some short courses, the CEM routinely evaluates all its short courses against the published NQF level descriptors. This evaluation allows the CEM to recommend NQF-levels at which CEM short courses are developed, presented and assessed. The CEM may offer short courses only at NQF-level 5 and higher. The CEM reserves the right to renew and re-grade the recommended NQF levels of short courses as and when new NQF levels and assessment descriptors are published and or modified.

## 4 ENQUIRIES

### Financial enquiries:

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## **B. FINAL TERMS AND CONDITIONS – PROJECTS AND ON-SITE TRAINING**

### **1 TERMS AND CONDITIONS - GENERAL**

1.1. Quotations are in South African Rand (ZAR) and is valid for 90 (ninety) days from the date stated.

1.2. Fees include VAT, unless stated otherwise.

1.3. Quotations for services delivered outside of South Africa exclude costs related to the following that may apply:

- Import taxes;
- VAT that may apply;
- Withholding fees;
- Courier costs of training material, or reports;
- Medical / travel insurance and inoculations;
- Work permits;
- Police clearance certificates;
- Visas;
- Any other fees charged by customs.

1.4. Should the CEM be the preferred service provider, an appointment for delivery of the services must be made and confirmed in writing.

1.5. Once an appointment has been made in writing, cancellation of confirmed bookings is subject to a 50% cancellation fee up to 10 working days prior to the agreed upon dates.

Thereafter, a 100% cancellation fee applies.

1.6. Appointment of the CEM denotes acceptance of all applicable terms and conditions.

### **2 TERMS AND CONDITIONS – ON-SITE TRAINING**

#### **2.1 Quotation**

The quotation is based on an event rate with a specific number of attendees. This event cost remains applicable should less delegates attend.

#### **2.2 NQF levels of short courses**

Please note that the CEM may only offer short courses at NQF level 5 and higher.

#### **2.3 Appointment requirements**

Once an appointment to deliver the work as specified has been confirmed in writing, all parties agree to the following:

- A final curriculum;
- Available presenters; and
- Final dates for the training event.

#### **2.4 Terms of payment**

Payment must be made strictly within thirty (30) days of the invoice date. Delegate results will not be issued, unless full payment has been received.

#### **2.5 Applications for acceptance to CEM short course deliveries**

The supporting documents are:

- Copy of the applicant's Identity Documentation, or of a valid passport should the applicant not be a South African citizen;
- Evidence that applicants do indeed satisfy the minimum admission criteria as applicable; and
- Evidence of prior learning as applicable to some short courses.

Please note that acceptance of nominated candidate delegates may not be granted to any nominated delegate who does not satisfy the minimum entrance requirements and prior learning requirements as specified by the CEM.

## 2.6 Client responsibilities

It is the responsibility of the client to make arrangements for and carry the cost of the following items:

### 2.6.1 Delegate applications

Clients are responsible to:

Notify the CEM of the number of delegates attending the training event at least 14 (fourteen) days prior to the agreed upon commencement date of the training event;

Ensure that all nominated delegates complete the CEM registration form and that they append the requisite application supporting documents.

The client shall forward the application forms and supporting documents to the CEM at least seven days before the commencement of any short course.

### 2.6.2 Material for practical work

The Client shall support the CEM to source the requisite organisation specific documents and information to ensure that practical work is designed within a context that is familiar to delegates.

### 2.6.3 Refreshments and other logistics

The client shall make arrangements for, communicate to the CEM and pay for the following:

- Refreshments for both delegates and presenters (coffee/tea at registration, two tea/coffee breaks of 15 minutes each and one lunch break of 45 minutes per day);
- Transportation of delegates to the venue and their accommodation;
- Induction training for presenters, if applicable;
- Security clearance for presenters, if applicable; and
- Personal protective equipment for presenters, if applicable.

### 2.6.4 The venue

The client shall make arrangements for, communicate to the CEM and pay for the venue as specified by the CEM and associated infrastructure such as (flip charts, pens and LCD etc.);

Arrangements regarding the venue must be communicated to the CEM at least 14 (fourteen) days prior to commencement of the training event.

It is strongly recommended that the venue is not located at the client's operational premises to ensure optimal exposure to the training experience and to prevent unnecessary distractions.

## 2.7 The programme

As soon as confirmation of acceptance of the quotation has been received and details of the venue become available, a final programme will be generated and forwarded to the client. This programme is based on the curriculum agreed upon and the specifications for venue organisers and caterers.

Lectures normally start at 8:00, and practical exercises may continue until 18:00. Should these arrangements be of concern, please inform the CEM so that provision can be made in the programme for any such constraints.

## 2.8 Certificates, letters of attendance and assessment

**Certificates of Successful Completion** or **Letters of Attendance** are issued to those delegates who have satisfied the applicable assessment criteria and once payment has been received.

Please note that short courses offered at the Introductory and Awareness levels attract formative assessment only and Letters of Attendance are issued to those delegates who have satisfied the requisite formative assessment criteria.

Certificates of Successful Completion are available to short courses that are presented at the competence level only. Delegates are then assessed both formatively and summatively. The summative assessment includes an examination.

## 2.9 Cancellations

Once an appointment has been made in writing, cancellation of confirmed appointments is subject to a cancellation fee of 50% of the course fee up to 10 days prior to the agreed upon

commencement of the training event. Thereafter, a 100% cancellation fee applies. A 100% cancellation fee applies should enrolled delegates fail to attend the short course.

## 2.10 Confidentiality

The CEM may not provide any delegate information, including results to any third party, including employers and funders, without the written consent of the delegate. Delegates are encouraged to authorise the CEM to disclose such information to employers, funders and SAATCA as applicable

## 2.11 Continued professional development (CPD) points

Some of the CEM's short courses are registered with professional bodies. The client is responsible to verify with the CEM whether any short course purchased from the CEM is indeed registered for CPD points.

## 2.12 Accreditation and registration of short courses

The North-West University is accredited by the Department of Higher Education as a multi-purpose Higher Education Institution. The Higher Education Quality Committee (HEQC) is the ETQA (SETA) for this sector. As part of the quality assurance process of the HEQC, the North-West University has an agreed upon quality assurance process in place for both formal qualifications and short learning programmes.

Due to this status (as accredited multi-purpose higher education provider, quality assured by the HEQC), it is neither possible, nor necessary, to register as a service provider with any SETA.

### 2.12.1 NWU Registration

All the CEM short courses have been registered with and approved by the Institutional Committee for Academic Planning and Standards of the North-West University, and are managed in accordance with the quality assurance and other requirements of the NWU.

### 2.12.2 Unit standards

There are currently only one registered qualification and a limited number of unit standards for environmental management and waste management within the National Qualifications Framework at the Higher Education Level (NQF-level 5 and higher). This qualification was developed with the active participation of the CEM with standard generating bodies (SGBs) for Environmental Sciences, Environmental Management, Waste Management and related fields. Where relevant, all short learning programmes at the CEM have been aligned with related unit standards.

### 2.12.3 Proposed NQF levels and credits

In the absence of relevant unit standards for short learning programmes, the CEM routinely evaluates all its short learning programmes against the published NQF level descriptors. This evaluation allows the CEM to recommend NQF-levels at which CEM short learning programmes are developed, presented and assessed, hence the reference to *proposed* NQF levels. The CEM may only offer short learning programmes at NQF-level 5 and higher.

The same reasoning applies to the allocation of *proposed* credits, as credits can only be awarded for formally recognised qualifications.

All the CEM's short learning programmes are non-credit bearing.

### 2.12.4 Claiming back skills development levies

Please note that Skills Development levies may be claimed back after submission and approval of any organisation's Skills Development Plan and Skills Development Implementation Plan to the relevant authority.

## 2.13 Copyright

The short course in its entirety, including the content, format, curriculum, ideas and budget, as well as this letter, are subject to copyright in terms of the Copyright Act 98 of 1987 and may not be reproduced in part or in whole, or disclosed to a third party, since such copyright is vested with the North-West University.

### **3 TERMS AND CONDITIONS - PROJECTS AND AUDITS**

#### **3.1 Appointment Requirements**

Once an appointment to deliver the work as specified has been confirmed in writing, all parties must agree to the final dates for the identified deliverables.

#### **3.2 Terms of payment**

Payment must be made within thirty (30) days of the invoice date. The client will be invoiced upon delivery of a Draft Report.

#### **3.3 Deliverables**

No editable copies of any report shall be provided to the client. An electronic format of the final report will be submitted in PDF format.

Should any follow-up meetings, presentations, or additional work will be done at cost and approved by the client prior to initiation of additional work.

#### **3.4 Client Responsibilities**

It is the responsibility of the client to make arrangements for the following:

- Planning, scheduling and arranging the audit or project meetings in accordance with the plan agreed upon.
- Confirmation of the availability of all interviewees one working day in advance and informing the CEM accordingly.
- Sourcing all documents required by the CEM such as permits, procedures or any other documents required by the CEM and making them available in a timely manner.
- Ensuring that all identified members of staff are available as scheduled.

#### **3.5 Cancellations**

Once an appointment has been made in writing, cancellation of confirmed bookings is subject to a 50% cancellation fee up to 10 days prior to the agreed date of commencement of the project. Thereafter, a 100% cancellation fee applies.

#### **3.6 Privacy**

The CEM may not provide any client-related information or audit findings to any third party without the written consent of the client.