



## TERMS AND CONDITIONS

### TERMS AND CONDITIONS FOR REGISTRATION AGREED UPON BETWEEN

The Sport Science Institute of South Africa (SSISA) registration number 1994/000250/08,

AND

The applicant

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#### IMPORTANT NOTICE

These terms and conditions form part of the registration process to study through the SSISA. They need to be read and agreed to by the applicant. By registering for the qualification with SSISA you are indicating your acceptance of this agreement, and any documents referred to in any of the clauses below.

#### 1. Background to Agreement

- 1.1. The rights that you have to register for a qualification are set out in this Agreement. You can only register for the qualification if you agree to the terms of this Agreement.
- 1.2. If you do not agree, or do not have authority to enter into this Agreement, you may not register for the qualification.

#### 2. Definitions

- 2.1. The following words and phrases have these meanings in this agreement:
- 2.2. "Agreement" means this document and the terms of the relevant qualification for which you register, which are all deemed to form part of the Agreement.
- 2.3. "Registration Form" means the application to which these terms and conditions are attached.
- 2.4. "CPA" means the Consumer Protection Act No. 68 of 2008.
- 2.5. "Qualification" means qualification accepted by the applicant in the registration.
- 2.6. "Qualification Content" means content and assessments, photographs, images, vectors, films, videos, animations or other audio / visual media offered in respect of the qualification in any way and using any medium, and includes portions and adaptations thereof.
- 2.7. "Qualification Fee schedule" means the listed amount payable by you for your participation in the qualification.
- 2.8. "Fees and payment policy" refer to the applicable fees and payment policies mentioned in this document.
- 2.9. "Policies for cancellations and refunds" refers to the rules in this document related to cancellations and refunds.
- 2.10. "Database" means the collection of related data including, but not limited to, text, images sound and video, all of which have been created and integrated using a method of connecting and displaying the data into a collection of interrelated independent files or data which are stored together.

- 2.11. "SSISA Education Hub Site" means the Internet website at URL <https://ssisaed.com>, or another URL that we may use for these purposes which is to provide access to and participation in our qualifications, and includes reference to the hardware and software operated together as a system to constitute the website.
- 2.12. "Intellectual Property Rights" means copyright, patents, registered designs, trademarks (whether registered or not), trade secrets, database rights, design rights, service marks and other intellectual property rights and rights to claim something as confidential information, including in other jurisdictions that grant similar rights.
- 2.13. "Knowledge Partner" means a third party with whom we contract to assist us with the development of qualification content and materials.
- 2.14. "Permitted Use" means the way you are allowed to participate in the qualification in terms of this Agreement.
- 2.15. "Party" means you or us, as the context requires, and "parties" shall have a corresponding meaning.
- 2.16. "Personal Information" is as defined in the Protection of Personal Information Act 4 of 2013.
- 2.17. "Profile" means your account on the ssisaed Moodle Site (LMS) and includes reference to your login credentials, and all information held by us that you can access via the ssisaed Moodle Site.
- 2.18. "Prohibited Use" means participation in the qualification that is not a Permitted Use and / or that is described as a prohibited use.
- 2.19. "Software" means any computer programme (whether source- or object code), as well as any database structure or content, artistic work, screen layout, cinematograph film, sound recording, preparatory material, user or technical documentation or any other work created in connection therewith and any modifications, enhancements or upgrades thereto.
- 2.20. "Us", "we" or "our" means Sports Science Institute of South Africa NPC (SSISA), a company in terms of the company laws of the Republic of South Africa with registration number 1994/000250/08, and also includes reference to our holding company and its subsidiaries. The SSISA is a company that provides services and products in the health and fitness industry. The company physical address is Boundary Road Newlands, Cape Town. The contact number and email address is +2721 659 5637, [education@ssisaed.com](mailto:education@ssisaed.com)
- 2.21. "Use" in relation to the qualification content or materials means to reproduce, publish, perform, broadcast, transmit, adapt and / or create derivative works thereof.
- 2.22. "VAT" means value added tax payable in terms of the Value-Added Tax Act, No 89 of 1991, as amended.
- 2.23. "ssisaed Moodle Site" (LMS) means the Internet website at [ssisaed.com](https://ssisaed.com) which is the learner management system and registration and payment system used to facilitate the interaction between you and us.
- 2.24. "Working Day" means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
- 2.25. "Applicant", "student" / "you" or "your" refers to you, or any other person or entity that you have full legal authority to act on behalf of and on whose behalf you may be accepting this Agreement.

### 3. Use of the "ssisaed Moodle Site"

- 3.1. You may only use this site to browse and engage with content and assessments, projects or tasks or videos and recorded lectures and shall not use the site for any other purposes. By making use of this site, you acknowledge that you have read the terms and conditions and agree to be bound by and comply with them.

## 4. Copyright

- 4.1. All rights reserved. No part of the qualification and its content may be reproduced in any material form (including photocopying or storing it in any medium by electronic means and whether or not transiently or incidentally to some other use of this publication) without the written permission of the copyright owner, the Sports Science Institute of South Africa (SSISA).
- 4.2. The Sports Science Institute of South Africa strives to ensure at all times that the contents of its websites are accurate and up-to-date. The Sports Science Institute of South Africa and SSISA Education Hub does not accept any responsibility for how the contents of its websites and published products may be interpreted and/or applied and/or the outcome or consequence of any independent interpretation and/or application of the websites and published products.
- 4.3. The company has, where applicable made every effort to trace the copyright holders. If they have inadvertently been overlooked, they will be pleased to make the necessary arrangements at the first opportunity.
- 4.4. All contents on the Sports Science Institute of South Africa website that constitutes Intellectual Property, such as trademarks and logos (whether registered or unregistered), patents or designs, is either the property of Sports Science Institute of South Africa or is used by authority of the legal Proprietor thereof. You may not copy, display, reproduce, distribute, modify, transmit, republish, upload, post, transmit or otherwise use this Intellectual Property in any way for any public or commercial purpose, without the prior and express written consent of the legal proprietor of such Property. 'Deep-linking', 'embedding' or using analogous technology is strictly prohibited.
- 4.5. Unauthorised use of this site and/or materials may violate applicable copyright, trademark or other intellectual property laws or other laws.

## 5. Agreement

- 5.1. Acceptance. By registering for the qualification, or by indicating your acceptance of this Agreement in any other way, you agree to the terms of this Agreement.
- 5.2. Separate Agreements. This is not a master agreement: each time you register for the qualification, you enter into a separate Agreement for that qualification subject to the terms of this Agreement.
- 5.3. Conflict. If there is any conflict between the contents of this document and the contents of the relevant qualification for which you register or any other of the documents that make up the Agreement, then the provisions of this document will prevail.
- 5.4. Minors. If you are a minor, that is, under 18 years of age, you must obtain the assistance of an adult who is responsible for you and is your guardian for you to enter into this Agreement.
- 5.5. A Student choosing to purchase any of the qualifications offered by SSISA, shall need to have access to a computer and/or laptop and/or SMART phone as well as a stable internet connection as the online platform cannot function without such a connection.
- 5.6. SSISA cannot be held liable in any manner or form due to a Student not having the required access to a computer or laptop, SMART phone and a stable internet connection.

## 6. Fees and payment policy

- 6.1. Fees are published yearly and appear on the SSISA website.
  - 6.1.1. Fees include:
    - 6.1.1.1. Tuition through an online platform.
    - 6.1.1.2. Access to online academic content and assessments via the SSISA education Learner Management System (LMS).
    - 6.1.1.3. Online learning students who have an accredited Level 1 First Aid certificate may register individually with REPSSA (see REPSSA website <https://www.repssa.com>). If you reside in South Africa, this registration will provide you with personal insurance and public liability, particularly beneficial during your Work Integrated Learning (WIL). Both South African and international students will benefit from their membership of REPSSA because this professional body is an affiliate of ICREPS (International Confederation of Registers for Exercise Professionals). Thus all graduates of our qualifications are able to gain international portability status through this membership.
  - 6.1.2. Fees do not include:
    - 6.1.2.1. Repeat modules.
    - 6.1.2.2. Fitness training accessories. (E.g. Skinfold calipers, tape measure, stethoscope and blood pressure cuff)
  - 6.1.3. Payment options:
    - 6.1.3.1. These are detailed in the fee schedule attached.
  - 6.1.4. Defaulting on payments.
    - 6.1.4.1. Failure to settle balance of fees in full will result in students being blocked from the Learner Management System, assessments, and certification and the balance of the fees becomes immediately payable.
- 6.2. Dispute. If there is a dispute between you and us relating to the payment of any qualification fee, or the way in which you use the LMS, we may at our sole discretion suspend your participation in the qualification for the period of the dispute.

## 7. Cancellations and refunds

- 7.1. Students who do not complete modules for any reason are not exempt from fees and do not qualify for a reduction in qualification fees.
- 7.2. Refunds:
  - 7.2.1. Cancellations are allowed up to 10 working days after commencement of the qualification in which case a 20% penalty (of the total qualification fees) will apply.
  - 7.2.2. No refunds or credits will be considered after 10 working days from the commencement date of the qualification.
- 7.3. Special circumstances
  - 7.3.1. If a student falls ill (needs to be confirmed by registered medical practitioner through the provision of a medical certificate) and he/she is not able to complete his/her studies that year, his/her will be offered an opportunity to complete their studies in the following year.
  - 7.3.2. If a student falls ill and cannot continue studying in the year SSISA has no obligation to refund any of the tuition paid. If they resume studies the following year any outstanding fees will need to be paid.
- 7.4. Cancellation of the qualification
  - 7.4.1. SSISA has the right to cancel the qualification.
  - 7.4.2. In this unlikely event, all qualification fees paid by the student are refunded in full within 30 days of the qualification being cancelled.

## 8. Student curricular obligations

- 8.1. The qualification will have compulsory online assessments. The applicant agrees to complete the online assessment activities by the times stipulated in the qualification schedules.
- 8.2. The applicant agrees to submit any video assessments via the free WeTransfer (or other) software programme.
- 8.3. The applicant agrees to complete the required practical Workplace Integrated Learning (60 WIL hours) which the applicant is responsible to arrange.
- 8.4. During the fulfillment of the Workplace Integrated Learning (WIL) obligations the student may be exposed to risk to life, injury and health. The student indemnifies SSISA against all claims (including claims by third parties) arising.

## 9. Disputes

- 9.1. Arbitration. Any dispute between you and us arising out of or in connection with this Agreement will be submitted to confidential arbitration. The arbitration will be held in Cape Town (South Africa), subject to the arbitral law of South Africa. The parties consent to the sole jurisdiction of the High Court of South Africa in adjudicating disputes arising from or connected with the arbitration. The Arbitration Foundation of South Africa will act as the appointing authority.
- 9.2. Urgent relief. Nothing will restrict our right to apply to a competent court for relief should our Intellectual Property Rights be violated or threatened, and the parties consent to the jurisdiction of the Western Cape Division of the High Court of South Africa for such purposes.
- 9.3. CPA. If the CPA prevents us from choosing which tribunal hears disputes with you, then this clause will not restrict you from approaching a tribunal as described in the CPA.

## 10. Force majeure

- 10.1. SSISA will not be liable for any delay in performing or any failure to perform any obligations under this Agreement due to any cause beyond their reasonable control, including but without being limited to any of the following: strikes, lock outs or other industrial action, sabotage, terrorism, civil commotion, riot, invasion, war, threat of or preparation for war, fire, explosion, failure of electrical supply, storm, flood, subsidence, epidemic or other natural physical disaster, impossibility of the use of railways, shipping aircraft, motor transport or other means of public or private transport; any act or policy of any state or government or other authority having jurisdiction over either party, sanctions, boycott or embargo.

## 11. Privacy policy

- 11.1. The SSISA shall take reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569).
- 11.2. Information gathered from the LMS. Information gathered when you register on or visit the LMS may include your username and password, name, surname, identity number, date of birth, postal and physical address, email address, and telephone numbers.
- 11.3. Use of Personal Information. We will not, in any way, disclose or sell any of the Personal Information provided by you to a third party not affiliated with us although we may use the information within our company, for amongst other things to improve the content

and usability of the LMS. We will share your Personal Information with the Knowledge Partner relevant to your qualification, if this is applicable to the qualification for which you register.

- 11.4. Disclosing of Personal Information. We may disclose your Personal Information to third party service providers who perform services on our behalf.
- 11.5. We may hire other companies to process payment, store data, host the LMS and the like, and these third-party service providers will be permitted to obtain only the Personal Information they need to provide the service and must protect your Personal Information to the same extent as we do.
- 11.6. We reserve the right to disclose your Personal Information if required or permitted to do so by law.

## 12. Domicilium and notices

- 12.1. The SSISA chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature as follows:
  - SSISA at Boundary Road, Newlands, 7700
- 12.2. The parties choose domicilium citandi et executandi ("domicilium") for the purposes of giving any notice, the serving of any process and for any other purpose arising from this Agreement as follows:
  - You at the address as indicated on registration.
- 12.3. Each of the parties shall be entitled from time to time by written notice to the other to vary its domicilium to any other address within the Republic of South Africa.
- 12.4. Any notice required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.
- 12.5. Any notice given and any payment made by one party to the other ("the addressee") which:
  - is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be presumed, until the contrary is proved, to have been received by the addressee at the time of delivery;
  - is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicilium for the time being, shall be presumed, until the contrary is proved, to have been received by the addressee on the seventh day after the date of posting;
  - is given by telefax or email, shall be deemed (in the absence of proof to the contrary) to have been received within 1 (One) hour of transmission where it is transmitted during normal business hours of the receiving instrument and within 48 (Forty-eight) hours of transmission where it is transmitted outside those business hours.

## 13. Interpretation and general

- 13.1. Whole Agreement. This Agreement is the whole of the agreement between the parties hereto, and no document or statement not mentioned above will form part of it. Only a written variation, waiver or cancellation agreed to by both parties will be of any effect.
- 13.2. Applicable Law and Jurisdiction. The law of the Republic of South Africa will apply to this Agreement, its interpretation and any matter or litigation relating to or arising from it, and the parties consent to the jurisdiction of the courts of Republic of South Africa in this regard.
- 13.3. Survival. For the avoidance of doubt, any provision of this Agreement that anticipates any right or duty extending beyond the termination or expiry of this Agreement will survive

- the termination or expiry of this Agreement and continue in full force and effect.
- 13.4. No Indulgence. If one party chooses not to enforce any part of this Agreement, that does not mean that the party cannot enforce that part at a later time. If any part of the Agreement is found to be unenforceable, the rest will still be enforceable.
  - 13.5. Representatives. The signatories hereto acting in representative capacities warrant that they are authorised to act in such capacities, and accept personal liability under this Agreement should they prove not to be so authorised.
  - 13.6. Reading Down. If a provision of this Agreement is reasonably capable of an interpretation which would make that provision valid and enforceable and an alternative interpretation that would make it void, illegal, invalid or otherwise unenforceable, then that provision shall be interpreted, so far as is possible, to be limited and read down to the extent necessary to make it valid and enforceable.
  - 13.7. Severance. In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.

#### **14. Variation**

- 14.1. Any variation, addition, deletion of these terms and conditions will only be of force or effect if in writing and signed by the parties hereto.