

TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATIONS IN THESE CONDITIONS

The 'company' shall mean CapeAble. 'The client' shall mean the person in whose name the booking is made and shall include the person or persons who make the booking on behalf of the delegate. 'Force Majeure' shall mean any event outside the company's control that prevents the prompt performance of its obligations, including war and civil strife, etc.

2. WARRANTY

- a) CapeAble warrants that all courses supplied hereunder will be conducted in a professional manner in accordance with generally recognised practices and standards.
- b) CapeAble warrants that all course instructors will be appropriately qualified and experienced, and that all materials supplied hereunder shall conform to their published specifications.
- c) CapeAble makes no warranty as to the suitability of any materials, courses or other services supplied hereunder.
- d) Given no services, courses or materials can replace proper business judgement, CapeAble shall not be responsible for any business or other decisions made, or actions taken by the client or any delegate(s) based on any part of any materials services or course(s) supplied. The client shall have sole responsibility for accomplishing any objectives for which the client purchases any materials, course(s) or services.
- e) With the exception of the warranties provided in this Clause 2, CapeAble makes no warranties express or implied in respect of any course(s), services or materials supplied hereunder, and CapeAble specifically disclaims all warranties implied by law. If CapeAble can be shown to have failed to fulfil its warranty obligations under Clauses 2a) or 2b) then CapeAble shall reimburse the client up to the total cost of the workshop in question.

3. WORKSHOP BOOKING

- a) CapeAble will specify the dates of public workshops. In-House workshops will be scheduled by mutual agreement. CapeAble may cancel any scheduled workshop on notice. If CapeAble cancels a workshop for which a client has prepaid, CapeAble will refund the price paid, except under the conditions contained in Clause 6. CapeAble will not be responsible for any loss incurred by the client – for example, travel expenses.
- b) A 'public workshop' is an open workshop offered to a multiple number of clients. A client must provide written confirmation of a booking by letter, fax or email addressed to CapeAble. Provisional bookings by phone can only be held open for 5 working days. No booking is valid until CapeAble has issued a confirmation invoice by post, fax or e-mail. (An email acknowledging receipt of an order does not constitute a confirmation invoice.) CapeAble issues this confirmation invoice only after it has received a completed booking form, and a 50% deposit (or full payment).
- c) An 'In-House workshop' is a private workshop provided to a single client. The client and CapeAble agree the prices, dates, premises and the number of delegates.

4. PRICES AND PAYMENT

- a) The prices listed in the Catalogue/Schedule/Website are subject to change, and changes in price will be communicated to the client as quickly as possible.
- b) Prices for public classes will be those in effect on the date the workshop begins. Prices include the use of required workshop materials and equipment. They do not include taxes or delegate subsistence and travel expenses. Any price increase will be announced at least three months before its effective date.
- c) Prices and payment terms for In-House workshops will be established by agreement between the client and CapeAble. Additional charges may apply, such as facilitator subsistence and travel expenses, facilities, and additional requirements as requested by the client.
- d) Public workshops must be paid in full on or before the first day of workshop commencement. Where the client fails to pay any sum when due, then CapeAble may discontinue performance under these terms.

5. WORKSHOP CANCELLATION BY THE COMPANY

- a) CapeAble requires a minimum number of delegates to run a workshop. It may occasionally arise that CapeAble is obliged to cancel a course. CapeAble undertakes to give reasonable notice of cancellation of any course except in an emergency or where such cancellation is caused by the client's actions (see Clause 6).
 - b) Should a cancellation occur, CapeAble would make every effort to place the client on an alternative workshop. In the case that the client opts to withdraw their booking as a result of a cancellation, the client is entitled to a refund of any fee paid but shall not otherwise be entitled to compensation or costs or damages arising from any such cancellation.
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6. WORKSHOP CANCELLATION BY THE CLIENT

- a) To cancel their booking, the client must submit the cancellation in writing by letter, fax or email, addressed to CapeAble. The date of cancellation will be taken as the date that the company receives the letter.
- b) Failure to attend or withdrawing for whatever reason prior to the commencement of the course will incur the following cancellation charges:
- | Written Notice Given | Cancellation Charge |
|--------------------------------------|--------------------------|
| 6 + working days prior to workshop | 50% of the workshop fee |
| 1 – 5 working days prior to workshop | 100% of the workshop fee |
| Failure to attend | 100% of the workshop fee |
- c) If the client fails to cancel an In-House workshop prior to the start date, the client will be responsible for the full price of the workshop and associated charges.
- d) If, for an In-House workshop, delegates fail to attend and this causes the required number of delegates to fall below the minimum, then the workshop will be cancelled and the client will be responsible for the full price of the workshop and associated charges.
- e) A 20 % administration fee of the full course fee will be charged if the client wishes to re-enroll for the workshop at a later stage.
- f) CapeAble may charge any actual costs incurred, including travel and living expenses and printing expenses, if the client cancels an In-House workshop before its scheduled start date.

7. SUBSTITUTION AND TRANSFERS

The client must give notice of substitution or intention to transfer in writing by letter, fax or email, to CapeAble.

- a) Substitution of delegates from the same company by the client will be allowed up to the commencement of the course without penalty provided the replacement has the necessary prerequisites for the course.
- b) In the event that the client chooses to transfer delegate(s) to other course(s) charges shall be payable as per Clause 6 e).
- c) If the client then transfers a delegate for a second time, the client will be obliged to pay the full cost of the original course booked less any transfer charge already paid.

8. ADMISSION

CapeAble reserves the right to refuse admission to any person whom it considers in its absolute discretion to be unsuitable for admission to any CapeAble workshop, or to request any person in breach of its course regulations to leave CapeAble premises or other premises where the course is held.

9. CONFIDENTIALITY

In the event that any CapeAble confidential information (which will be identified as such by CapeAble prior to disclosure) is included in any workshop, then the client will be obliged to keep such information strictly confidential and not to disclose it to any third party whomsoever.

10. COPYRIGHT

All reference materials and equipment provided for use throughout the workshop are and shall remain the sole property and copyright of CapeAble (unless otherwise advised) and shall not be removed from the premises on which the course is held. All rights in materials and workshops are reserved. The copying, loan, unauthorised use or hire of any workshop materials (in whole or in part) provided to delegates is prohibited.

11. INDEMNITY

The client accepts responsibility for compliance with these terms and conditions. The client agrees to indemnify CapeAble in full in respect of any loss, damage or injury suffered by the client by the conduct, act, negligence or omission of the client or any other parties.

12. LIMITATIONS OF LIABILITY

- a) CapeAble will not be liable for delays or non-performance due to causes beyond its reasonable control.
- b) The remedies provided herein shall be the client's sole and exclusive remedies and CapeAble shall not otherwise be liable to the client for any direct or indirect damages however based.
- c) Where the client is entitled to recover damages from CapeAble, in each such instance CapeAble is liable only for the amount of any other actual direct damages or loss, up to 25% of the workshop price.