



Booking Terms & Conditions

1. All bookings for programmes or events hosted by the Institute of Directors in Southern Africa NPC (hereafter “IoDSA”) may be done by completing the registration form online at www.iodsa.co.za
2. All bookings are considered confirmed, unless the programme requested is fully booked, upon which the IoDSA will notify the delegate in writing
3. Upon acceptance of the Terms and Conditions, an invoice will be sent to the delegate electronically via the online portal.
4. Fees may be paid by credit card online or direct transfer and payment must be received in full by the IoDSA prior to the commencement of the programme or event.
5. **In the event that a delegate does not arrive for the programme or event and no written cancellation has been received and confirmed by the IoDSA 7 working days prior to the commencement of the programme or event, the full fee remains payable or will not be refunded.**
6. If the delegate is unable to attend the programme for any medical reason whatsoever, the delegate shall not be charged a cancellation fee and the IoDSA shall arrange the appropriate and suitable alternative, at its discretion. A medical certificate -may be required at the discretion of the IoDSA.
7. Delegates may send a replacement, subject to the delegate and the replacement being bound by these Terms and Conditions, and the delegate and replacement being jointly and severally liable for the fee. The IoDSA must be notified for administration purposes prior to the date of the programme or event.
8. Provided that the delegate has notified the IoDSA 7 working days prior to the commencement of the programme or event, the delegate shall be entitled to postpone attending the programme or event to a future date subject to these Terms and Conditions remaining binding and in full force and effect.
9. **Notwithstanding that a delegate may attend as a representative of, or by invitation from any entity, the attending delegate is bound by all of these Terms and Conditions including, but not limited to the payment provision.**
10. Programme details are given in good faith, however the IoDSA reserves the right to change programme or event content and presenters or to cancel a programme or event and will notify all registered delegates accordingly should this occur. The full programme or event fees will be refunded if the programme or event is cancelled by the IoDSA.
11. **All course materials provided for the duration of the learning programme are the copyrighted works of the IoDSA, and are provided for the sole use of the delegate attending**

the course in question. Reproduction, distribution or modification of the course material is strictly prohibited.

12. A Certificate of Attendance is available from the IoDSA on request.

13. The IoDSA reserves the right to refuse admission to any programme or event, should the IoDSA not have received payment for the delegate's attendance, or should the delegate be suspected of being a health or safety risk to other delegates and to the facilitator or seen to be a disruption to the other delegates in attendance. Delegates must adhere to the house rules set out by the facilitator, IoDSA and provider of the venue and must remain respectful of other individuals at all times for the duration of the programme or event.

14. Disputes

14.1. A dispute concerning these Terms and Conditions exists once a party notifies the others in writing of the nature of the dispute and requires it to be resolved under this clause.

14.2. Within ten Business Days of notification, the parties must seek an amicable resolution to the dispute by referring it to designated and authorised representatives of each of the parties to negotiate and resolve it by the parties signing an agreement resolving it within 15 Business Days.

14.3. If negotiation fails, the parties must refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead) ("AFSA").

14.4. If mediation fails, the parties must refer the dispute within 15 Business Days for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement between the parties) as an expedited arbitration in Sandton under the then current rules for expedited arbitration of AFSA. If the parties cannot agree on any arbitrator within a period of ten Business Days after the referral, the arbitrator will be appointed by the Secretariat of AFSA.

14.5. The periods for negotiation or mediation may be shortened or lengthened by written agreement between the parties.

14.6. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict, or mandamus pending finalisation of this dispute resolution process, for which purpose the parties irrevocably submit to the jurisdiction of a division of the High Court of the Republic of South Africa.

14.7. This clause is a separate, divisible agreement from the rest of these Terms and Conditions and must remain in effect even if the Agreement terminates, is nullified, or cancelled for any reason or cause.

15. Waiver clause

No variation, addition, deletion or cancellation to these Terms and Conditions, and no waiver of any right under these Terms and Conditions, shall be of any force or effect unless reduced to writing and signed by the parties or their duly authorised representatives.

16. Domicilium citandi et executandi

16.1. The Parties choose *domicilium citandi et executandi* for all purposes arising from or pursuant to these Terms and Conditions

16.2. The IoDSA: 144 Katherine Street, Sandown, Sandton.

Tel: 011 035 3000 Fax: 011 444 7907