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# **COAPE International Terms and Conditions Jan 2026**

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# COAPE INTERNATIONAL TERMS AND CONDITIONS

## 15 January 2026

These terms and conditions (the "Terms") comprise the terms of any contract entered into between you, the student, and COAPE International. Please read them carefully before enrolling for a course and ask us to explain anything you find unclear. We recommend that you keep a copy of these Terms & Conditions with your records for future use.

The student acknowledges and accepts that COAPE International shall have the right, at all times, to amend these Terms and Conditions at our sole discretion. All students will be made aware of any such amendments by an announcement on the LMS, and the onus is on the student to ensure that you are aware of and understand the then current Terms.

### 1. DEFINITIONS

1.1 In these Terms the following definitions apply:

<b>COAPE</b>	COAPE International CC, registration no 2007/045370/23, whose registered address is P.O. Box 1354, Langebaan, Western Cape, 7357, South Africa.
<b>Course</b>	A course provided by COAPE International.
<b>Course Enrolment Form</b>	The current version of the form, either manual or online, which is made available by COAPE International for use by a prospective student who wishes to enrol for a course.
<b>Course Materials</b>	Materials in hard copy or electronic format (or any other form) provided to you by COAPE International for use by you under licence, in connection with a course.
<b>DIYOT</b>	'Do It In Your Own Time' course option.
<b>Registered Courses</b>	A registered course is a course that has been assessed and moderated by persons approved by COAPE International.
<b>Hosted courses</b>	A course that is hosted by COAPE International belongs to its author, who lectures, tutors and marks same. COAPE International supplies the platform and administration for the course.
<b>Student</b>	A student who is participating in a COAPE course.

<b>Terms</b>	Includes these current terms and conditions and whenever the same are amended and updated
<b>Working days</b>	Means days other than Saturdays, Sundays and public holidays.
<b>Authorised signatory</b>	Wendy Wilson
<b>We</b>	COAPE International
<b>You</b>	The student

## 2. APPLICATION OF THESE TERMS

- 2.1 Payment of a course deposit, course fee or monthly instalment is an offer by the student to enter into a binding contract with COAPE, which we are free to accept or decline.
- 2.2 No variation of these Terms is effective unless made in writing, and signed by the authorised signatory on behalf of COAPE.
- 2.3 The student is responsible for providing COAPE with the requisite accurate information when enrolling for a course.

## 3. ENROLMENT/RE-ENROLMENT

- 3.1 Enrolments will only be accepted when accompanied by proof of payment for either the full course fee, the course deposit or the 1<sup>st</sup> month's instalment, as selected by the student in the Course Enrolment Form.
- 3.2 Enrolment forms must be physically or electronically signed by the student, and the person responsible for the account, if applicable.
- 3.3 Right of enrolment is reserved and all course bookings are subject to availability.
- 3.4 Neither any course nor fees paid are transferrable to a third party.
- 3.5 Students are allowed a maximum of 2 (two) re-enrolments for any particular course. COAPE, at its sole discretion, reserves the right to adjust or waive this restriction; this is not to be deemed as setting a precedent.
- 3.6 Courses must be started within 3 months from the date of enrolment or re-enrolment, unless otherwise agreed to by COAPE, in writing.

#### **4. PAYMENT of COURSE FEES, INTEREST & ALLOCATION OF PAYMENTS**

- 4.1 There are 4 (four) payment options offered on all COAPE courses, other than The Pet Owner courses, which are payable in full on enrolment.
- 4.2 The 4 payment options are as follows:
- 4.2.1 Payment in full on enrolment – we offer a 5% discount to students paying using this option.
  - 4.2.2 Payment of the non-refundable deposit on enrolment and the balance of the course fee within 30 days from enrolment – we offer a 2.5% discount to students paying using this payment option.
  - 4.2.3 Payment of the non-refundable deposit on enrolment and the balance of the course fee paid on a monthly basis, over a stipulated number of consecutive months. This option attracts a 10% compound interest charge, see 4.6 below.
  - 4.2.4 Enrol with no deposit; the account is to be paid on a monthly basis over a stipulated number of consecutive months, with the 1<sup>st</sup> instalment being due on enrolment. This option attracts a 10% compound interest, see 4.6 below.
- 4.3 Payment Option 4.2.1 – Included in the course fee is a non-refundable deposit amount; the quantum of the non-refundable deposit will depend on the course that is being enrolled for.
- 4.4 Payment Option 4.2.3 - Monthly payments will first be allocated against interest then against the oldest balance outstanding of the course fee due.
- 4.5 Payment Option 4.2.4 - Payments will be allocated first against interest, then against the non-refundable deposit amount, (the quantum of the non-refundable deposit will depend on the course that is being enrolled for) and following that against the oldest balance outstanding.
- 4.6 Compound Interest is currently charged at a rate of 10%, it is linked to the repo rate and can therefore fluctuate.
- 4.6.1 Interest is calculated on the balance of the course fee, after an initial payment, over the number of months payment will be made.
  - 4.6.2 COAPE reserves the right to charge additional monthly interest on overdue accounts.
- 4.7 Where we accept payment of course fees by instalments, the instalments must be paid promptly before the last working day of each consecutive month, however if the student has enrolled online the monthly payments will be automatically taken off the account used for the original payment, at monthly intervals starting on the same day of the month following enrolment. This still applies where a student's studies and participation on a course are temporarily suspended or interrupted for whatever reason.
- 4.8 The consecutive monthly instalments must commence from the month following enrolment, regardless of whether the course has commenced or not.

4.9 Payment for any portion of the course fee must either be made by:

Electronic Fund Transfer (EFT) to:

Account Name: COAPE International CC

Bank: Nedbank Ltd

Branch: Vredenburg

Branch Code: 98 765 00

SWIFT Code: NEDSZAJJ

Account number: 1033 789 119

Reference: Your full name

Please send Proof of Payment to [accounts@coape.org](mailto:accounts@coape.org)

**OR**

By logging onto the website [www.coape.org](http://www.coape.org) selecting the 'Instalments Payments' tab, complete the fields requested and input the amount you wish to pay – NOTE: All payments must be in ZAR.

- 4.10 Students will not be given their final course mark, or allowed to graduate, until their account is paid in full.
- 4.11 If a student transfers from the standard version of a course to the DIIYOT version, then decides to transfer back to the standard course, or withdraw from the course completely, no refund of the Transfer Fee will be made.
- 4.12 If the student enrolls for the DogWise course with practical units, or transfers to this course option from the standard course, then decides to drop the practical units for whatever reason, no refund of the additional/transfer fee will be made.
- 4.13 Re-enrolment fees are not refundable.

## **5. DISCOUNTS**

- 5.1 A valid voucher presented at the graduation of a previous COAPE course, may be used in conjunction with the early settlement discounts offered on payment options 1 and 2.
- 5.2 A valid voucher presented at the graduation of a previous COAPE course, may NOT be used in conjunction with any 'Specials', which are offered from time to time.
- 5.3 The early settlement discount offered on payment options 1 and 2 may NOT be used in conjunction with any other 'Special Discounts' offered from time to time.

## **6. LATE PAYMENTS**

- 6.1 Where an instalment is unpaid and/or the student's account is overdue, we reserve the right to:
- Not send an assignment for marking.
  - Withhold the release of assignment results.
  - Delay the marking of further coursework.
  - Suspend access to online course materials.

Once the overdue amount has been paid and the account is back within terms, all the above will be reinstated.

## **7. TRANSFERRING TO ANOTHER COAPE COURSE OR DIFFERENT GROUP WITHIN THE STUDENT'S CURRENT COURSE**

- 7.1 Students have no contractual right to transfer from one COAPE course to another, and agreement to any such transfer is at COAPE's sole discretion. If COAPE is willing, and able, to accommodate such a transfer request, the cancellation fee for withdrawal from the original course will be calculated and should the payments received to date exceed that, such fees paid in respect of the original course may, at the sole discretion of COAPE, be credited towards the fees payable for the new course. Any additional fees for the new course will be payable upon agreement of the transfer.
- 7.2 If a student wishes to transfer from one of the Training, Behaviour or Nutrition courses to another course in one of these categories, this must be requested prior to the submission due date for the Unit 2 assignment.
- 7.3 For the COAPE Diplomas, once the student has been given access to the Learner Management System to view the lectures for Module 1, there is a period of 10 working days (2 weeks), starting from the date of access having been granted, wherein the student may request a change to another course. No changes will be considered outside this window period.
- 7.4 Students may only move to a later group due to extenuating circumstances but may not move groups more than 3 (three) times during the duration of the course. COAPE, at its sole discretion, reserves the right to adjust or waive this restriction, this is not to be deemed as setting a precedent.
- 7.5 The only exception to points 7.2 & 7.3 is if the student wishes to move from the standard course to the DIYOT option for the same course. This can be done at any time throughout the course. Once the student has completed the Transfer Form and settled the Transfer Fee, the transfer will be processed.
- 7.6 Students may not transfer from one of the courses hosted by COAPE, to a COAPE course. If the student should want to move, the cancellation fee on the hosted course will be calculated and the student will either receive a refund for fees overpaid to the date of the transfer, or will need to pay in the balance of the cancellation fee before moving to the new course. COAPE may, at its sole discretion, reserves the right to adjust or waive this restriction, this is not to be deemed as setting a precedent.

## 8. COURSE CANCELLATION by the STUDENT:

### 8.1 Cancellation under the Distance Selling Regulations:

As a consumer, the student has a legal right to cancel a contract entered into with COAPE, for a period of seven working days, starting on the date on which the contract between the Student and COAPE came into existence. That is the date on which we notify you that we have accepted your Course Enrolment. This means that during the seven working day period, if you decide that you do not want to enrol for the course you have registered for, you can notify us of your decision to cancel the contract, and you will receive a full refund of all sums you have paid to us. We will process the refund due to you as soon as possible and, in any case, within 30 calendar days of the day on which you provided us notice of cancellation. No interest is payable by COAPE for the period of time the funds have been in COAPE's bank account.

### 8.2 Cancellation/Refund Policy:

- 8.2.1 If the student wishes to withdraw from any course enrolled for before completion, there is a cancellation policy in place. Each case will be treated on its own merits and COAPE, at its sole discretion, reserves the right to adjust or waive cancellation fees, this is not to be deemed as setting a precedent.
- 8.2.2 Notice of cancellation of a course enrolment must be given to COAPE via email to [management@coape.org](mailto:management@coape.org); cancellation will be deemed accepted ONLY if the e-mail is acknowledged by COAPE, who will respond within a period of 48 hours. Should such confirmation not be received by the student, the Notice of Cancellation will not be deemed to have been received by COAPE. If no confirmation is received, it is the student's responsibility to pursue the matter with COAPE. Other methods of communicating cancellation of a course enrolment, including, for example, phone calls & WhatsApp messages, are not valid means of cancellation.
- 8.2.3 If the student is unable to complete the course and wishes to withdraw at any stage, the following **cancellation fees** are applicable:
- 8.2.3.1 All Pet Owner Courses:  
No refund is applicable if the student withdraws from any of the Pet Owner courses prior to completion.
- 8.2.3.2 For the Training and Behaviour and the Hosted 'Learn Canine' courses:
- Students must start the course within 3 months of registration. Failure to do so, without prior written consent from COAPE, will result in the student being deemed to have withdrawn from the course and no funds paid to COAPE will be refunded.

- If Unit 1 has not been made available to the student at the date of cancellation any prepaid course fees, excluding the non-refundable deposit, will be refunded to the student.
- Once the student has received/been granted access to Unit 1 and wishes to withdraw, a 20% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 2 and wishes to withdraw, a 30% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 3 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/ been granted access to Unit 4 and wishes to withdraw, a 50% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 5 and wishes to withdraw, a 60% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 6 and wishes to withdraw, the full course fee is due.

#### 8.2.3.3 For the Nutrition course:

- Students must start the course within 3 months of registration. Failure to do so, without prior written consent from COAPE, will result in the student being deemed to have withdrawn from the course and no funds paid to COAPE will be refunded.
- If Unit 1 has not been made available to the student at the date of cancellation any prepaid course fees, excluding the non-refundable deposit, will be refunded to the student.
- Once the student has received/been granted access to Unit 1 and wishes to withdraw, a 20% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 2 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/been granted access to Unit 3 and wishes to withdraw, a 60% cancellation fee over and above the non-refundable deposit, applies.
- Once the student has been granted access to Unit 4 and wishes to withdraw, the full course fee is due.

#### 8.2.3.4 For the COAPE African Wild Dog Behaviour, African Lion Behaviour and Cheetah Behaviour courses:

- Students must start the course within 3 months of registration. Failure to do so, without prior written consent from COAPE International, will result in the student being deemed to have withdrawn from the course and no funds paid to COAPE International will be refunded.



- If Unit 1 has not been made available to the student at the date of cancellation, any prepaid course fees, excluding the non-refundable deposit, will be refunded to the student.
- Once the student has received/ been granted access to Unit 1 and wishes to withdraw, a 20% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has received/ been granted access to Unit 2 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit applies.
- Once the student has received/ been granted access to Unit 3 and wishes to withdraw, a 60% cancellation fee over and above the non-refundable deposit, applies.
- Once the student has received/ been granted access to Unit 4 and wishes to withdraw, the full course fee is due.

#### 8.2.3.5 For the Animal Behaviour/Dog Behaviour/Cat Behaviour & Shelter Management Diploma courses:

- Once the student has enrolled and been accepted by COAPE International, and then decides to cancel the course, for whatever reason, prior to the date the course is due to commence, any prepaid course fees, excluding the non-refundable deposit, will be refunded to the student.
- Once the student has been granted access to Module 1 and wishes to withdraw, a 20% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has been granted access to Module 2 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has been granted access to Module 3 and wishes to withdraw, a 60% cancellation fee, over and above the non-refundable deposit, applies.
- Once the student has been granted access to Module 4 and wishes to withdraw, the full course fee is due.

## **9. TEMPORARY INTERRUPTION of STUDIES by PRIOR AGREEMENT WITH COAPE**

- 9.1 Only if COAPE gives written agreement in advance, may the student temporarily suspend studies on a course for a period of up to 12 months. Formal application for COAPE's agreement to a temporary suspension of studies must be made before the student temporarily ceases studies on the course. COAPE will not give such an agreement retrospectively. Furthermore, should the course have not already been paid in full, the student will be liable to continue the monthly instalment payments for the duration of the period studies are interrupted, unless expressly agreed otherwise, in writing.
- 9.2 Should the student need to interrupt their studies for one of the Training, Behaviour, Nutrition, Hosted Training or COAPE Wild courses, provided they recommence the course within a twelve (12) month period from the date of their studies being put on hold, and the original course fee is paid in full, only the re-enrolment fee is payable

which needs to be paid in full prior to recommencement. Should there be a balance still owing from the course previously, COAPE reserves the right to request full settlement before accepting the re-enrolment.

- 9.3 Should the student wish to recommence studies for one of the Training, Behaviour, Nutrition, Hosted Training or COAPE Wild courses later than a twelve (12) month period after the date the course was put on hold; the full course fee will again be payable, over and above any balance still owing from the previous course, which COAPE reserves the right to request full settlement of, before accepting the re-enrolment.
- 9.4 Should the student need to interrupt their studies for any of the Diploma courses, provided they recommence the course within a twelve (12) month period from the date of their studies being put on hold and the original course fee is paid in full, only a re-enrolment fee is payable, in full, prior to recommencement. Should there be a balance still owing from the previous course COAPE reserves the right to request full settlement before accepting the re-enrolment.
- 9.5 Should the student wish to recommence studies later than a twelve (12) month period after the date the Diploma course was put on hold; the full course fee will again be payable, over and above any balance still owing from the previous course, which COAPE reserves the right to request full settlement of, before accepting the re-enrolment.
- 9.6 Should any of the above courses be put on hold for a short period, the Student must continue with the monthly payments unless the course has already been paid in full.

## **10. CHANGES and CANCELLATIONS BY COAPE**

- 10.1 The student accepts that COAPE shall have the right to vary the course syllabus and method of instruction for any course at any time, without prior notification and without furnishing reasons therefor. COAPE also has the right to alter timetables, assignment dates, due dates and course commencement at its own discretion.
- 10.2 If, in the unlikely event that the circumstances in Point 10.1 arise, we will give the student as much notice of the change as possible. Should a new course date not be convenient for you, whilst we will make every effort to arrange an alternate date that will be acceptable to you or transfer your enrolment to the next available course which you wish to join, COAPE will not be liable for any costs or losses which you may incur as a result of any such changes.
- 10.3 We reserve the right to remove from any course after due consultation:
- (a) any Student whose course work fails on successive occasions to meet the standard required for the particular course, where it appears to COAPE that there is no reasonable prospect of the student attaining the qualification to which the course is directed; and

- (b) any Student who breaches in a serious way the practices, procedures and conduct required in respect of any course, or whose conduct is disruptive of a course or seriously offensive to COAPE staff or other Students.

## **11. COURSEWORK SUBMISSION, DEADLINES & EXTENSION REQUESTS**

- 11.1 It is a condition of your participation in a course that all course work which you submit, shall be your own work. The submission of work which is not your own (Plagiarism) shall entitle COAPE, after consultation with you, to terminate your participation on the course, in which event you will not be entitled to any refund of course fees. Each case will be treated on its own merits and COAPE, at its sole discretion, reserves the right to adjust or waive this condition, this is not to be deemed as setting a precedent.
- 11.2 Students must submit course work at the times specified, either on the Learner Management System or as specified in the assignment workbook.
- 11.3 Students may apply to COAPE for extensions of up to 2 (two) weeks on their course work submission deadlines, but not more than twice during a course. Such extensions are granted only for medical reasons, and the extension request must be accompanied by a valid medical certificate. Being granted an extension does not affect the deadlines for submission of any future assignments. Extensions must be agreed to officially by email from COAPE to be valid. Each case will be treated on its own merits and COAPE, at its sole discretion, reserves the right to adjust or waive this condition, this is not to be deemed as setting a precedent.
- 11.4 Should the Student not submit an assignment to COAPE for a period of longer than two months after the due date without consultation with COAPE, the student will be treated as having withdrawn from the course and will not be eligible for a refund of fees. If any portion of the student's course fees are still outstanding COAPE has the right to call for immediate settlement thereof. It may be possible, in exceptional circumstances, supported by the provision of satisfactory evidence and subject to the prior written agreement of COAPE International, for the student to resume the course. In that case the student will be required to pay a re-enrolment fee specified by COAPE. Each case will be treated on its own merits and COAPE, at its sole discretion, reserves the right to adjust or waive this condition, this is not to be deemed as setting a precedent.
- 11.5 The student must start their course within 3 months from the date of enrolment. Failure to do so, without prior agreement from COAPE, will result in the student being deemed to have withdrawn from the course and, as no assignments have been handed, and the course will be marked as a Fail. No refund of course fees paid will be considered. Each case will be treated on its own merits and COAPE, at its sole discretion, reserves the right to adjust or waive this condition, this is not to be deemed as setting a precedent.

## **12. ASSIGNMENT RE-MARK, MODERATION AND COURSE FAILURE**

- 12.1 If the student feels their assignment has not been fairly marked, a re-mark can be

requested by email to [management@coape.org](mailto:management@coape.org) . Students must be aware that a full remark by the Moderator will carry a charge, and the final mark may stay the same, increase or even decrease. The Moderator's re-mark is final.

- 12.2 If the student feels there is an error in the marking and can give us proof of their claim, the student can ask for the assignment to be moderated, there is no charge for this, and the Moderator's decision is final. These requests are to be emailed to [management@coape.org](mailto:management@coape.org).
- 12.3 In the unlikely event of a student failing any of the COAPE courses the full amount of the course fee will become due and payable, irrespective of how far the student has progressed through the course.
- 12.4 Failure of the course will not result in any refund for modules/units not completed. Nor will such modules/units be made available to the student after the course failure.

### **13. CODE OF CONDUCT**

- 13.1 You, as a COAPE student either directly or via one of COAPE's Hosted courses, are expected at all times to uphold the good name of COAPE. The Code of Conduct when consulting on a case study, shadowing a qualified behaviourist or representing COAPE itself or one of its Hosted courses, in any way is to be adhered to at all times. You are our ambassadors while studying and once qualified, and as such, we expect you to act accordingly.
- 13.2 COAPE will not tolerate any inappropriate behaviour directed at any member of our staff or in public under any circumstances, especially during case study consultations, shadowing a behaviourist or when addressing the public. This includes bad language and threats via email, in writing, over the telephone or in person. Non-adherence to this Code of Conduct entitles COAPE to remove you from your course with no entitlement to a refund of fees, and any outstanding fees will be required to be paid in full in such circumstances.
- 13.3 COAPE will not tolerate the use of any devices deemed to be aversive or known to cause harm, pain, or distress. This includes, but is not limited to, the use of any electronic training device, including shock collars, sonic collars, and spray collars and/or invisible electronic containment devices, prong collars, check chains, choke chains or any other such device designed to cause pain, fear, or startle the animal.

### **14. LIMITS on OUR LIABILITY to YOU**

- 14.1 If you are a business, we will under no circumstance be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under, or in connection with, the Contract for:
  - 14.1.1 any loss of profits, sales, business, or revenue.
  - 14.1.2 loss or corruption of data, information or software.

- 14.1.3 loss of business opportunity.
  - 14.1.4 loss of anticipated savings.
  - 14.1.5 loss of goodwill.
  - 14.1.6 any indirect or consequential loss.
- 14.2 In any event, our liability to you in respect of any claim made will not exceed the course fee paid by you, if you are a business.
- 14.3 If you are a consumer, we are responsible for any loss or damage you suffer that is a foreseeable result of any breach by us of these terms, or our negligence. We are not responsible for any loss or damage that is not reasonably foreseeable. In any event, our liability to you in respect of any claim made will not exceed the course fee paid by you if you are a consumer.

## **15. INTELLECTUAL PROPERTY OWNERSHIP**

- 15.1 COAPE™ International CC and ESTA™ are both registered trademarks. You do not have any right to use any of these marks unless we specifically consent in writing to your doing so.
- 15.2 You acknowledge that all intellectual property rights in Course Materials (including but not limited to copyright) belong exclusively to COAPE, that rights in Course Materials are licensed (not sold) to you for the duration of your course, and that you have no rights to Course Materials other than the right to use them in accordance with the terms of the licence granted to you by these Terms, point 16.

## **16. LICENCE TO USE COURSE MATERIALS**

- 16.1 COAPE grants to you personally a non-exclusive licence to use the materials it provides to you, for the purposes of your course studies and as a record of course content after you have completed the course. This licence is personal to you, and only you are licensed to use the course materials provided to you.
- 16.2 You agree that you will not sell, transfer to any other person, licence, commercially exploit in any way, copy or incorporate into other written or electronic material, course materials or any part of them, without the express written permission of the Authorised Signatory.
- 16.3 You agree that, in the event of any material breach by you of these Terms, COAPE shall have the right to terminate the licence granted to you by this clause 16.1 and furthermore, will levy a penalty of ZAR50 000 which will immediately become due and payable upon proof of the breach being given.

## **17. COAPE INTERNATIONAL LEARNER MANAGEMENT SYSTEM and other COAPE WEBSITES – TERMS and CONDITIONS of USE**

- 17.1 Access to and use of COAPE's online Learner Management System and other websites are subject to and conditional upon, your observance of these Terms and Conditions and additionally the 'Terms and Conditions of Use' of those websites.

- 17.2 COAPE cannot be held liable for the student's inability to access 3<sup>rd</sup> party links to other websites or information, even if said link forms part of the course material.
- 17.3 The content in 3<sup>rd</sup> party websites/links is not controllable by COAPE, there may be content that is not in line with the COAPE Ethos, and we would encourage students to ignore said information.
- 17.4 COAPE reserves the right to withdraw a student from a course in the event of any conduct which is, in COAPE's reasonable opinion, a serious breach of these Terms and Conditions of Use.

## **18. DATA PROTECTION**

- 18.1 Data collected from you will be used to administer the course or to inform you about similar services which we provide unless you tell us that you do not want to receive this information. We will not pass your data to third parties without your prior consent. You agree to comply with the provisions of our privacy policy, which can be found on our website.
- 18.2 Where you have chosen to pay the course fee, either in full or part thereof by instalments, you acknowledge and agree that we may pass your details to credit reference agencies and make a credit reference agency search, to determine your suitability to pay by instalments.

## **19. EVENTS OUTSIDE OUR CONTROL**

- 19.1 We shall not be in breach of these Terms, nor liable for any failure or delay in performance of our obligations under this contract, or arising out of them, to the extent that such delay or non-performance is due to circumstances beyond our reasonable control.

## **20. IF YOU HAVE A PROBLEM OR COMPLAINT**

- 20.1 If you have a problem with any services provided by COAPE, or any complaint:
  - 20.1.1 Please contact us as soon as possible at [management@coape.org](mailto:management@coape.org).
  - 20.1.2 Please give us a reasonable opportunity to address the issue.
- 20.2 As a consumer, you have legal rights in relation to:
  - 20.2.1 Services not carried out with reasonable skill and care.
  - 20.2.2 The course materials being faulty, and which have not been rectified by COAPE within a period of 3 weeks (15 working days) from the notification thereof.
  - 20.2.3 Course material not being as described.
- 20.3 Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Terms will affect these legal rights.

**MISCELLANEOUS**

- 21.1 If any court or other competent authority decides that any one (or more) of these Terms is invalid, unlawful or unenforceable to any extent, that Term/s will be treated as removed from the contract between COAPE and the student and shall cease to be effective. The remaining Terms will continue to be valid and effective to the fullest extent permitted by law.
- 21.2 If we fail, at any time while these Terms are in force, to insist that you perform any of your obligations under these Terms, or if we do not exercise any of our rights or remedies under these Terms, that will not mean that we have waived all such rights or remedies, and will not mean that you do not have to comply with those obligations. If we do waive a default by you that will not mean that we will automatically waive any subsequent default/s by you. No waiver by us of any of these Terms shall be effective unless we expressly say that it is a waiver, and we tell you so in writing.
- 21.3 A person who is not party to these Terms shall not have any rights under, or in connection with them.
- 21.4 These Terms shall be governed by South African law and both the student and COAPE agree to the exclusive jurisdiction of the South African Magistrates courts in relation to them and all matters arising out of them.



[www.coape.org](http://www.coape.org)

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