



WORLDWIDE EXCELLENCE IN ANIMAL BEHAVIOUR EDUCATION

## COAPE TERMS AND CONDITIONS

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 booking a Course and ask us to explain anything you find unclear. We recommend that you keep a copy of these Terms with your records for future use.

We may amend these Terms from time to time, at our sole discretion. Please check the then current Terms, to ensure that you are aware of and understand the 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 office is at 15 Malgas Crescent, Langebaan, 7357
<b>Course</b>	A course provided by COAPE International
<b>Course Booking Form</b>	The current version of the form made available by COAPE International for use by a prospective student who wishes to book a Course
<b>Course Materials</b>	Materials in hard copy or electronic form (or any other form) provided to you by COAPE International for use by you under licence, in connection with a Course
<b>Registered Courses</b>	A registered course is a Course that has been marked, assessed and moderated by persons approved by COAPE International.
<b>Student</b>	A student who is participating on a Course
<b>Terms</b>	Includes these terms and conditions and whenever amended and updated
<b>We</b>	COAPE International
<b>You</b>	The Student



## **2. APPLICATION OF THESE TERMS**

- 2.1 Payment of a Course deposit or Course fee is an offer by you to enter into a binding contract with us, which we are free to accept or decline.
- 2.2 No variation of these Terms is effective unless in writing and signed on behalf of COAPE International.
- 2.3 We have the right to revise and amend these Terms from time to time. You will be subject to our Terms in force at the time that you enrol on a Course with us.
- 2.4 You are responsible for providing us with the requisite accurate information when you book a Course.

## **3. APPLICATION and ENROLMENT**

- 3.1 Applications will only be accepted with proof of payment of the Course deposit specified in the Course Booking Form.
- 3.2 All course bookings are subject to availability.

## **4. PAYMENT of COURSE FEES**

- 4.1 Where we accept payment of Course Fees by instalments, the instalments must be promptly paid on the specified instalment dates. This also applies where a Student's studies and participation on a Course is temporarily suspended or interrupted.
- 4.2 If you have elected to pay Course fees by instalments, payment of each instalment must be either be made by Electronic Fund Transfer (EFT) on or before the last business day of each calendar month to:

Account Name	COAPE International CC
Bank	Nedbank Ltd
Branch	Vredenburg
Branch Code	98 765 00
Account number	1033 789 119

### **OR**

By logging onto the website [www.coape.org](http://www.coape.org) selecting the tab at the top of the page entitled " Make Payment". Complete the fields requested and input the amount you wish to pay – NOTE: All payments must be in ZAR.

- 4.3 A once-off interest fee at a rate of 10% will be charged on the balance of capital, after deduction of the deposit amount paid, if the balance is to be settled via instalments.

## **5. LATE PAYMENTS**

- 5.1 Where an instalment is overdue and unpaid, we reserve the right to withhold the release of assignment results and/or delay the marking of Course work. We also reserve the right to suspend access to online Course Materials and COAPE International websites.



## 6. CANCELLATION BY YOU of a COURSE BOOKING before the COURSE STARTS

### 6.1 Cancellation under the Distance Selling Regulations

- 6.1.1 If you are a “consumer”, you have a legal right to cancel a contract entered into with us, for a period of seven working days starting on the date on which the contract between us comes into existence. That is the date on which we notify you that we have accepted your Course booking. This means that during the seven working day period if you decide that you do not want to enrol on the course you have enrolled for, you can notify us of your decision to cancel the contract and 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 gave us notice of cancellation.
- 6.1.2 In 6.1.1 above “working days” means days other than Saturdays, Sundays and public holidays.
- 6.1.3 If your Diploma Course is due to start within 7 (seven) working days of the date when your booking was accepted by us, your legal right to cancel will not apply.

### 6.2 Other rights including Cancellation/Refund Policy :

- 6.2.1 If the student wishes to withdraw from any of the COAPE courses enrolled for before completion, there is a cancellation policy in place. Each case will be treated on its own merits and COAPE International, at its sole discretion, reserves the right to adjust or waive cancellation fees.
- 6.2.2 All COAPE International courses from C0 to Diploma have a **non-refundable deposit** payable on enrolment.
- 6.2.3 If the student is unable to complete the course and wishes to withdraw at any stage, the following cancellation fees are applicable:

#### 6.2.4 All AB courses:

- If the student withdraws prior to receiving Unit 1 all course fees paid will be refunded.
- Once the student has received Unit 1 and wishes to withdraw, a 20% cancellation fee applies. \*
- Once the student has received Unit 2 and wishes to withdraw, a 40% cancellation fee applies. \*
- Once the student has received Unit 3 and wishes to withdraw, a 60% cancellation fee applies. \*
- Once the student has received Unit 4 and wishes to withdraw, the full course fee is non-refundable.

\*The refund of the balance of the course fee after the cancellation fee has been deducted, will be paid into the student’s bank account. No interest is payable by COAPE International for the period of time the funds have been in COAPE International’s bank account.



#### 6.2.5 For the C01, C02 and C03 courses:

- Students must start the course within 6 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.
- If Units 1 & 2 have not been sent 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 Unit 1 & 2 and wishes to withdraw, a 30% cancellation fee, over and above the non-refundable deposit, applies. \*
- Once the student has received Unit 3 & 4 and wishes to withdraw, a 60% cancellation fee, over and above the non-refundable deposit, applies. \*
- Once the student has received Unit 5 & 6 and wishes to withdraw, the full course fee is due.

\*If applicable, the refund of the balance of the course fee (after the cancellation fee and non-refundable deposit have been deducted) will be paid into the student's bank account. No interest is payable by COAPE International for the period of time the funds have been in COAPE International's bank account.

#### 6.2.6 For C05 course:

- Students must start the course within 6 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.
- If Unit 1 has not been sent 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 Unit 1 and wishes to withdraw, a 20% cancellation fee applies. \*
- Once the student has received Unit 2 and wishes to withdraw, a 40% cancellation fee applies. \*
- Once the student has received Unit 3 and wishes to withdraw, a 60% cancellation fee applies. \*
- Once the student has received Unit 4 and wishes to withdraw, the full course fee is due.

\*If applicable, the refund of the balance of the course fee (after the cancellation fee and non-refundable deposit have been deducted) will be paid into the student's bank account. No interest is payable by COAPE International for the period of time the funds have been in COAPE International's bank account.



#### 6.2.7 For Diploma course:

- 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 received Module 1 and wishes to withdraw, a 20% cancellation fee, over and above the non-refundable deposit, applies. \*
- Once the student has received Module 2 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit, applies. \*
- Once the student has received Module 3 and wishes to withdraw, a 60% cancellation fee, over and above the non-refundable deposit, applies. \*
- Once the student has received Module 4 and wishes to withdraw, the full course fee is due.

\*If applicable, the refund of the balance of the course fee, after the cancellation fee has been deducted, will be paid into the student's bank account. No interest is payable by COAPE International for the period of time the funds have been in COAPE International's bank account.

Students are not entitled to receive interest on any portion of Course fee which is refunded.

#### 6.3 Method of cancellation

Notice of cancellation of a Course booking must be given to us via recorded delivery letter, sent to COAPE International, P.O. Box 1354, Langebaan, 7357. E-mail cancellation will be deemed acceptable ONLY if the e-mail is acknowledged by COAPE International, within a period of 24 hours. Should such confirmation not be received by the student the Notice of Cancellation will not be deemed to have been received by COAPE International. If no confirmation was received, it is the student's responsibility to pursue the matter with COAPE International. Other methods of communicating cancellation of a course booking including, for example, phone calls are not valid means of cancellation.

### 7. WITHDRAWAL FROM A COURSE WHICH HAS ALREADY STARTED

7.1 If you withdraw from a course which has started you will not be entitled to any refund of the deposit or of any fees for the part of the Course that has already been completed, plus any outstanding course fees will remain due and payable. COAPE International may, at their sole discretion, allow the student to continue with the agreed upon instalment payments until the debt has been settled in full.

7.2 For C0 courses the course is deemed to have started once the first unit has been sent to the student.

7.3 For the Diploma the course is deemed to have started once the first video links for Module 1 lectures have been received by the student.



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

- 8.1 Only if COAPE International gives our 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 International's agreement to a temporary suspension of studies must be made before the student temporarily ceases study on the Course. COAPE International will not give such agreement retrospectively. Furthermore, should the course have not already been paid in full, the student will be liable to continue the instalment payments for the duration of the period studies are interrupted.
- 8.2 Should the student need to interrupt their studies for one of the C0 courses, provided they recommence the course within a twelve (12) month period from the date of their studies being put on hold, a re-registration fee is payable in full prior to recommencement.
- 8.3 Should the student need to interrupt their studies for one 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, a re-registration fee is payable in full prior to recommencement.
- 8.4 Should the student wish to recommence studies over a year after the date the course was put on hold; the full course fee will be payable.

## **9. CHANGING TO ANOTHER COAPE COURSE**

- 9.1 Students have no contractual right to transfer from one COAPE course to another, and agreement to any such transfer is at COAPE International's sole discretion. If COAPE International is willing and able to accommodate such a transfer request, any fees paid in respect of the original Course may, at the sole discretion of COAPE International, be credited towards the fees payable for the new Course and any additional fees for the new Course will be payable when transfer is agreed.
- 9.2 If a student wishes to change from an AB to a C0 course, or vice versa, this must be requested prior to the submission due date of the Unit 2 assignment.
- 9.3 If a student wishes to change from one C0 course to another C0 course this must be requested prior to the submission due date for the Unit 2 assignment.
- 9.4 Once the student has been sent the link to the video of the first lecture weekend of the Diploma there is a period of 14 days (2 weeks), starting from the date of release of the of this video link, wherein the student may request a change to another course. No changes will be considered outside this window period.
- 9.5 Courses are not transferable from one person to another under any circumstances.

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

- 10.1 If in the unlikely event that circumstances arise that are beyond our control, it may be necessary from time to time to change Course dates from those stated at the time you booked your Course. If that happens, we will give you as much notice of the change as



possible. Should you not be able to “attend” the course on the new date whilst we will make every effort to arrange an alternate date that will be acceptable to you or transfer your course booking to the next available course which you wish to join, we will not be liable for any costs or losses which you may incur as a result of any such changes.

10.2 We reserve the right to remove from any Course:

- (a) after due consultation, any Student whose course work fails on successive occasions to meet the standard required for the particular Course, where it appears to COAPE International 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 International staff or other Students.

## **11. COURSEWORK SUBMISSION DEADLINES**

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 shall entitle COAPE International to terminate your participation on the course, in which event you will not be entitled to any refund of course fees (other than unexpended prepaid fees) or of any deposit paid.

11.2 Students must submit course work at the times specified in the timetable which is provided to each student.

11.3 Students may apply to COAPE International for extensions of up to three 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 letter or E Mail from COAPE International to be valid.

11.4 All course work must be uploaded via the upload facilities provided by COAPE International on its specified website.

11.5 Should the Student not submit an assignment to us for a period of longer than two months after the due date, the Student will be treated as having withdrawn from the course and will not be eligible for a refund of fees or any deposit paid. If any portion of the student’s course fees are still outstanding COAPE International 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 International at the time.

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

12.1 If you are a business, subject to clause 12.4, 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:

- 12.1.1 any loss of profits, sales, business, or revenue;



- 12.1.2 loss or corruption of data, information or software;
  - 12.1.3 loss of business opportunity;
  - 12.1.4 loss of anticipated savings;
  - 12.1.5 loss of goodwill; or
  - 12.1.6 any indirect or consequential loss.
- 12.2 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.
- 12.3 If you are a consumer, we are responsible for 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.
- 12.4 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.

### **13. INTELLECTUAL PROPERTY OWNERSHIP**

- 13.1 "COAPE" is a registered trade mark. You do not have any right to use this mark unless we specifically consent in writing to your doing so.
- 13.2 You acknowledge that all intellectual property right in Course Materials (including but not limited to copyright) belong exclusively to COAPE, that rights in Course Materials are licensed (not sold) to you, 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.

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

- 14.1 COAPE International grants to you personally a non-exclusive licence to use Course 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.
- 14.2 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.
- 14.3 You agree that in the event of any material breach by you of these Terms, COAPE International shall have the right to terminate the licence granted to you by this clause 14, and furthermore will levy a penalty of R30 000 which will immediately become due and payable upon proof of the breach being given.

### **15. COAPE INTERNATIONAL RESOURCE CENTRE and other COAPE WEBSITES - TERMS and CONDITIONS of USE**

- 15.1 Access to and use of COAPE International's online Resource Centre and its other websites is subject to and conditional upon, your observance of these Terms and additionally the Terms and Conditions of Use of those websites.
- 15.2 COAPE International reserves the right to withdraw a student from a course in the event of any conduct which is in COAPE International's reasonable opinion, a serious breach of these Terms and Conditions of Use.





## **16. DATA PROTECTION**

- 16.1 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.
- 16.2 Where you have agreed to pay for the Course 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.

## **17. EVENTS OUTSIDE OUR CONTROL**

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

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

- 18.1 If you have a problem with any services provided by COAPE International or any complaint:
- (a) please contact us and tell us as soon as possible; and
  - (b) please give us a reasonable opportunity to deal with it.
- 18.2 As a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or if the Course Materials are faulty, and have not been rectified by COAPE International within a period of 3 weeks (21 days) from the notification thereof, or are not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau. Nothing in these Terms will affect these legal rights.

## **19. MISCELLANEOUS**

- 19.1 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 Terms will be treated as removed from the contract between us and shall cease to be effective. The remaining Terms will continue to be valid and effective to the fullest extent permitted by law.
- 19.2 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 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 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.
- 19.3 A person who is not party to these Terms shall not have any rights under or in connection with them.



19.4 These Terms shall be governed by South African law and you and we both agree to the exclusive jurisdiction of the South African Magistrates courts in relation to them and all matters arising out of them.

