



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, either manual or online, 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 current 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, Course fee or Instalment 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 for a Course with us.
- 2.4 You are responsible for providing us with the requisite accurate information when you enrol for a Course.

## 3. APPLICATION and ENROLMENT

- 3.1 Applications will only be accepted with proof of payment of either the full course fee, the Course deposit or the 1<sup>st</sup> month's instalment, as specified in the Course Enrolment 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 by the last working day of each month. 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 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



## OR

By logging onto the website [www.coape.org](http://www.coape.org) selecting the tab at the top right-hand side 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 any 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.

## 6. COURSE CANCELLATION by the STUDENT:

- 6.1 Cancellation under the Distance Selling Regulations:

6.1.1 As 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 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 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.

### 6.2 Cancellation/Refund Policy:

6.2.1 If the student wishes to withdraw from any course he/she has 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 If the student is unable to complete the course and wishes to withdraw at any stage, the following cancellation fees are applicable:

6.2.3 All AB courses:

No refund is applicable if the student withdraws from any of the AB courses prior to completion.



6.2.4 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 <sup>1</sup>, 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.<sup>2</sup>
- 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.

6.2.5 For the C04, C05 and C06 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 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, over and above the non-refundable deposit, applies.<sup>3</sup>
- Once the student has received Unit 2 and wishes to withdraw, a 40% cancellation fee, over and above the non-refundable deposit applies.<sup>4</sup>

---

<sup>1</sup> If the student selects the payment option without a deposit, the payments received will first be allocated towards the non-refundable deposit amount, and should the student withdraw this non-refundable deposit amount will not form part of any refund. THIS APPLIES TO ALL C0 AND DIPLOMA COURSES.

<sup>2</sup> 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.

THESE POINTS APPLY TO ALL C0 AND DIPLOMA COURSES.

<sup>3</sup> 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.

THESE POINTS APPLY TO ALL C0 AND DIPLOMA COURSES.

<sup>4</sup> 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.

THESE POINTS APPLY TO ALL C0 AND DIPLOMA COURSES.



- Once the student has received Unit 3 and wishes to withdraw, a 60% cancellation fee over and above the non-refundable deposit , applies.<sup>5</sup> applies
- Once the student has received Unit 4 and wishes to withdraw, the full course fee is due.

6.2.6 For the 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.

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

6.3 Method of cancellation

Notice of cancellation of a Course booking must be given to us via E-mail to [management@coape.org](mailto:management@coape.org) , cancellation will be deemed accepted 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.

6.3 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. TEMPORARY INTERRUPTION of STUDIES by PRIOR AGREEMENT WITH COAPE**

---

<sup>5</sup> 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.

THESE POINTS APPLY TO ALL C0 AND DIPLOMA COURSES.



- 7.1 Only if COAPE International 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 International's agreement to a temporary suspension of studies must be made before the student temporarily ceases studies 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.
- 7.2 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.
- 7.3 Should the student wish to recommence studies for one of the C0 courses over a year after the date the course was put on hold; the full course fee will be payable.
- 7.4 Should the student need to interrupt their studies for the Diploma course, 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.
- 7.5 Should the student wish to recommence studies over a year after the date the Diploma course was put on hold; the full course fee will be payable.

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

- 8.1 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, 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 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.
- 8.2 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.
- 8.3 For the COAPE Diploma, once the student has been given access to the Resource Centre to view the lectures for Module 1, there is a period of 14 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.
- 8.4 Courses are not transferable from one person to another under any circumstances.



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

- 9.1 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 the 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, we will not be liable for any costs or losses which you may incur as a result of any such changes.
- 9.2 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.

## **10. COURSEWORK SUBMISSION DEADLINES**

- 10.1 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).
- 10.2 Students must submit course work at the times specified in the timetable which is provided to each student.
- 10.3 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 E-Mail from COAPE International to be valid.
- 10.4 Should the Student not submit an assignment to COAPE International 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 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.



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

- 11.1 If you are a business, subject to clause 11.4, 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.
- 11.2 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.
- 11.3 If you are a consumer, we are responsible for loss or damage you suffer that is an 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.
- 11.4 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.

## **12. INTELLECTUAL PROPERTY OWNERSHIP**

- 12.1 "COAPE" is a registered trademark. You do not have any right to use this mark unless we specifically consent in writing to your doing so.
- 12.2 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.

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

- 13.1 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.
- 13.2 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.
- 13.3 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 13.1, and furthermore will levy a penalty of R30 000 which will immediately become due and payable upon proof of the breach being given.





## **14. COAPE INTERNATIONAL RESOURCE CENTRE and other COAPE WEBSITES – TERMS and CONDITIONS of USE**

- 14.1 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.
- 14.2 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.

## **15. DATA PROTECTION**

- 15.1 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.
- 15.2 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.

## **16. EVENTS OUTSIDE OUR CONTROL**

- 16.1 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.

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

- 17.1 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.
- 17.2 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.



## 18. MISCELLANEOUS

- 18.1 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.
- 18.2 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/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.
- 18.3 A person who is not party to these Terms shall not have any rights under or in connection with them.
- 18.4 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.

