

Please review our terms and conditions regularly as they are subject to change.

[Last revised: 28 February 2024]

This document sets out the terms and conditions (the “Terms”) upon which TSIBA Ignition Academy Pty Ltd (TSIBA) agrees to accept you (“the Participant”) as an attendee of the TSIBA Elevate programme. By registering for the programme through payment, you have automatically agreed to the Terms which are incorporated by reference into your application form and available below, you acknowledge that you have read and fully understood, and have had the opportunity of obtaining legal advice and accepted all of the terms therein and any other policies referred to on our website.

## 1. DEFINITIONS

- 1.1. In these Terms, the following defined terms have the following meanings:
- 1.2. “TSIBA” means TSIBA Ignition Academy (Pty) Ltd (registration no. 2018/451453/07 a private company incorporated in South Africa with registered address at 51 Old Mill Road, Ndabeni, Cape Town
- 1.3. “Participant” means the person or juristic entity entering into an agreement with TSIBA and/or attending the TSIBA Elevate programme who is bound by these Terms;
- 1.4. “Parties” means the parties to these Terms and Conditions and “Party” means any one of them as the context may indicate;
- 1.5. “programme” means any one of the training sessions (during the programme) that TSIBA operates which can either be virtual or in-person.
- 1.6. “TSIBA Elevate programme/s” refers to our in-person programmes that are located in Cape Town, South Africa.
- 1.7. “Tuition Fee” means the fees to attend a TSIBA Elevate programme.
- 1.8. “Instalment 1” means a minimum of 30% (thirty percent) of the amount specified in the quotation, payable by the Participant to attend the programme/s,
- 1.9. “Instalment 3” means the final payment of the remaining 20% (fifty percent) of the amount specified in the quotation, payable by the Participant to attend the programme/s, if applicable
- 1.10. “Tuition Fee Full Payment” means 100% (one hundred percent) of the Tuition Fee specified in the quotation, payable by the Participant to TSIBA Elevate to attend the programme/s.
- 1.11. “programme Invitation” means the official programme invitation letter sent to all successful applications submitted by potential Participants of the TSIBA Elevate programme.
- 1.12. “TSIBA Elevate Representative” means an employee of TSIBA Elevate, using a “@tsiba.academy” email address.
- 1.13. “Services” means any service that TSIBA Elevate agrees to provide as part of the TSIBA Elevate programme.
- 1.14. “Starting Date/s” mean/s the commencement of one of our TSIBA Elevate programmes Summer 2024 is July 8th 2024,
- 1.15. “Supervisor” means any programme trainer, facilitator, consultant for the programme or employee or associate of TSIBA;
- 1.16. “Service Provider” means any third party that TSIBA contracts to offer services to TSIBA Elevate and/or the Participants of any programme; and,

- 1.17. "Third Party" means any external third parties that are not a Participant or associated or affiliated with TSIBA Elevate or a Third-Party Service Provider.
- 1.18. "Harassment" means behaviour that is unwelcome, intimidating, offensive or hostile based on an individual's protected status such as but not limited to age, sex, race, gender identity, sexual orientation, and disability. Conduct characteristic of harassment includes but is not limited to: innuendos or veiled threats, bullying, threats, displaying offensive pictures or objects, offensive jokes, and name-calling.
- 1.19. Sexual Harassment means unwelcome behavior of a sexual nature such as the following: unwanted sexual advances, unwanted pressure for sexual favors, sexual comments, unwanted text messages, letters or emails of a sexual nature, facial expression, winking, and spreading sexual rumors about a person.
- 1.20. "Discrimination" means prejudicial behaviour based on an individual's protected status such as but not limited to age, sex, race, gender identity, sexual orientation, and disability. Conduct characteristic of discrimination includes but is not limited to: exclusion or isolation of a peer and favouritism.

## 2. PARTICIPATION

- 2.1. The Participant may apply to attend the TSIBA Elevate programme in 2024. All details of our programmes can be found on the TSIBA Elevate website, [www.elevate.tsiba.academy](http://www.elevate.tsiba.academy).
- 2.2. TSIBA reserves the right to refuse the Participant's application for any reason in its sole discretion.
- 2.3. TSIBA reserves the right to amend any programme content / schedule or price in its sole discretion. Such amendments shall be communicated in writing.

## 3. PAYMENTS

- 3.1. In order to secure their place on the programme, the Participant must comply with the relevant payment plan as outlined below:
- 3.2. Participants' place in the Programme is secured once the payment of Instalment 1 is received; and
- 3.3. The Tuition Fee Full Payment is due within four weeks (28 calendar days) of receiving the programme Invitation as to not forfeit a secure placement on the TSIBA
- 3.4. A Participant may pay the Tuition Fee in full up front or in a maximum of three payment tranches as detailed below:
- 3.5. Instalment 1: 30% of Full Tuition Fee
- 3.6. Instalment 2: 50% of Full Tuition Fee
- 3.7. Instalment 3: remaining 20% of Full Tuition Fee.
- 3.8. An application fee of \$100 is non-refundable, with the exception of cancellations made by TSIBA (refer to 5.2.1).
- 3.9. If it is not possible for the Participant to ensure 3.6. occurs, they must contact a TSIBA Elevate Representative at least six weeks (42 days) before the Starting Date of the programme, who may be able to assist on a case by case basis.
- 3.10. In the event of payments not being made strictly in accordance with the foregoing, TSIBA shall be entitled to remove the Participant from the list of participants attending the programme

and to replace the Participant with another Participant. In this instance, the Participant forfeits an application processing fee of \$100, and, depending on when the Participant fails to make the payment which is due, the remaining terms in the Terms shall be applicable.

- 3.11. When payment of any amount due to TSIBA is made, the Participant shall ensure that proof of payment is provided to TSIBA for the purposes of confirming the Participant's reservation:
- 3.12. All payments shall be made into the TSIBA Ignition Academy's bank account via the provided eCommerce channel unless specified otherwise; and
- 3.13. All payments shall be free of any bank fees or deductions.

#### 4. REFUNDS

- 4.1. Refunds of the TSIBA Elevate Virtual programme or any TSIBA Elevate programme will only be available on a very limited basis at the discretion of the Company in circumstances of a personal medical emergency, serious illness of the participant or death to the Student or of a close family member. Refunds shall not be available for issues of lack of internet connectivity.
- 4.2. No refund of the programme will be available after the first week of the programme is completed.
- 4.3. Refunds for the TSIBA Elevate programme will not be available for VISA complications. However, participants will be offered an ability to defer if this is the case.

#### 5. CANCELLATION

- 5.1. In the event of a programme being cancelled for any reason, TSIBA shall, where possible, offer the Participant an alternative programme option.
- 5.2. Where such alternative programmes are not available or suited to the Participant, TSIBA shall refund the Participant any money that has been paid for that programme and the Participant agrees that they shall have no further claim against TSIBA Elevate for any loss or damage incurred irrespective of the cause of the loss or damage as a result of this cancellation.
- 5.3. In the event that TSIBA Elevate cancels a programme for any reason, the Participant will receive a full refund, except for the \$100 application processing fee.
- 5.4. In the event of the Participant cancelling his/her attendance in the programme: 60 (sixty) days or more prior to the Starting Date of the programme/s, the Participant shall be entitled to a refund of 70% (seventy percent) of the Tuition Fee paid; more than 30 (thirty) days, but less than 60 (sixty) days prior to the commencement of the programme, the Participant shall be entitled to a refund of 50% (fifty percent) of the Tuition Fee paid; less than 30 (thirty) days prior to the commencement thereof, the Participant shall be liable to TSIBA for the full Tuition Fee.
- 5.5. Notwithstanding the cancellation provisions, TSIBA shall not impose any cancellation fee or claim any damages in respect of attending a programme if the Participant is unable to attend the programme due to the death or hospitalisation of the Participant.

#### 6. ACCOMMODATION, INTERNSHIP, AND ACTIVITIES

- 6.1. TSIBA shall arrange accommodation for all TSIBA Elevators while staying in Cape Town.

- 6.2. The accommodation for TSIBA Elevate shall be of a reasonable standard at the discretion of TSIBA and the terms of such accommodation shall be regulated by way of separate agreement to be entered into between the Participant and that Third-Party Service Provider.
- 6.3. TSIBA shall not be responsible for sourcing accommodation in the event that the Participant wishes to find their own private accommodation in Cape Town and TSIBA shall not be liable in any way for the Participant's private accommodation.
- 6.4. The Participant undertakes to behave in a professional manner and in line with TSIBA Elevate Code of Conduct at all times during the TSIBA Elevate programme.
- 6.5. TSIBA may from time to time arrange excursions for the Participant such as tourist visits, recreational activities, community projects, and cultural activities. The terms on which such excursions will be arranged will be regulated by way of separate agreement to be entered into between TSIBA and the Participant.

## 7. INDEMNITY

- 7.1. It is the responsibility of the Participant to determine the nature of any insurance, repatriation costs, travel documentation and visas required and to ensure that all their travel documentation, including but not limited to passports, any necessary visas and/or medical certificates, have been obtained and are in order as TSIBA takes no responsibility in this regard.
- 7.2. The Participants are solely responsible for their baggage and personal effects whilst travelling to the programme, occupying the accommodation provided and attending the programme, and TSIBA recommends that Participants purchase travel cancellation insurance and ensure that such insurance covers the cost of air tickets and other non-refundable travel payments as well as international medical, baggage loss and delay insurance.
- 7.3. The Participant acknowledges that they realise the potential hazards that may arise in respect of his/her participation in the programme, including injury, disease, loss or damage of property, inconvenience or discomfort and indemnifies TSIBA and its directors, employees, agents, consultants and associates against any loss, injury, death or damages suffered as a result of the Participant attending the programme, travelling to and from the programme and whilst occupying the accommodation provided or while the Participant remains in the Republic of South Africa. The Participant indemnifies and holds harmless TSIBA Elevate and its directors, employees, agents, consultants and associates in respect of all and any loss, injury, illness, death, damages suffered by them whilst travelling to or attending the programme, from whatsoever cause arising.
- 7.4. TSIBA provides the Participants with the programmes either itself or acting on behalf of principals engaged in or associated with the travel and/or accommodation industries, such as hotels and/or other Third-Party Service Providers or suppliers (collectively referred to as 'the Principal'). TSIBA represents the Principal as agents only and accordingly accepts no liability for any loss, damage (including loss of profits or consequential or special damages), injury, illness, harm or death (except if such loss or damage arises from the gross negligence or

willful misconduct of TSIBA or any of its directors, employees, agents, consultants or associates), which any Participant may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise. The contract in use by the Principal (which is often constituted by the ticket issued by the Principal), shall constitute the sole contract between the Principal and the Participant and any right of recourse the Participant may have, will be solely against the Principal. TSIBA shall, as soon as possible after the confirmation of the Participant's booking, provide to the Participant the identity of the Principal and to the extent possible, a copy of the terms and conditions applicable to the Participants booking with the relevant Principal(s). It is the Participant's responsibility to familiarise themselves with such terms and conditions.

7.5. INTELLECTUAL PROPERTY

7.6. "TSIBA Elevate" and the relating trademarks and goodwill are the intellectual property of TSIBA and the Participant does not have any right to use this trademark unless TSIBA specifically consents thereto in writing:

7.7. The intellectual property (which includes all right in copyright) in all materials provided by TSIBA to the Participant in respect of the programme, including manuals, articles, books, magazines, graphics, software and the like is owned by TSIBA and may not be reproduced, displayed, or used by the Participant without TSIBA's prior written consent. Any such use is strictly prohibited and will constitute an offence and an infringement of TSIBA's intellectual property rights as the owner of such material; and

7.8. TSIBA reserves the right to take photographic or film records of any programme, which recording may include the Participant's voice and/or likeness or other intellectual property rights. The Participant grants TSIBA the rights to use such records for promotional and/or commercial purposes without limitation and without liability.

7.9. In the event that a client of the TSIBA Elevate programme enters into a confidential relationship with respect to the disclosing of certain confidential information with TSIBA, participants will be obligated to comply with those same confidentiality agreements.

8. HEALTH AND SAFETY GUIDELINES

8.1. It is entirely the Participant's responsibility to ensure that they are free from any condition which would affect their capability to undertake the programme and to apply themselves to it.

8.2. Should any condition manifest itself which precludes the Participant from attending the programme or participating fully in it, they shall have no claim against TSIBA either for a refund of the Tuition Fee or in any other respect whatsoever subject to clause 4.

8.3. The Participant shall not make any travel plans during the dates of the programme unless otherwise approved by TSIBA. Any travel requests shall be submitted via email to a member of the TSIBA Elevate staff. If a Participant's trip is approved, the Participant is obligated to make the TSIBA Elevate staff aware of any relevant travel arrangements. Furthermore, the Participant fully assumes all of the risk associated with regional travel and releases TSIBA from any and all liabilities to the maximum extent permitted by law.

8.4. The Participant acknowledges that they have been made aware of the fact that certain townships and low-income areas of Cape Town are potentially dangerous to visit

independently and without TSIBA supervision. The Participant shall ensure that any independent visits to such areas shall only be made after notifying a member of the TSIBA staff of their intention. TSIBA holds no liability towards the Participant for these independent visits.

## 9. RULES AND REGULATIONS

- 9.1. TSIBA reserves the right to create and apply a code of conduct (including due performance requirements) in respect of the programme, and the Participant hereby agrees to be bound by the rules set out in such code.
- 9.2. TSIBA reserves the right to exclude the Participant from any programme for failing to pay any fees or failing to comply with any rules or the terms of these Terms (without in any way detracting from the right of TSIBA to recover fees payable).
- 9.3. REMOVAL FROM programme
- 9.4. The Participant agrees that TSIBA shall be entitled to remove them from any programme without prior notice and with immediate effect in any of the following circumstances:
- 9.5. The Participant has made a material misrepresentation in their application;
- 9.6. It comes to the attention of TSIBA that the Participant has contravened any law of the Republic of South Africa;
- 9.7. The South African Police Services have arrested the Participant or the Participant has been charged in connection with a crime or been detained for questioning in connection with a crime;
- 9.8. TSIBA, acting reasonably, resolves that the Participant has exhibited unacceptable, reckless or inappropriate behaviour towards any third party, including, but not limited to, other Participants in the programme or a staff member, and/or where complaints have been laid against the Participant by any such third party;
- 9.9. The Participant has failed to maintain a strictly professional relationship with any of their Supervisors;
- 9.10. The Participant has engaged in any behaviour or activity that may bring TSIBA, its programme, or its Third-Party Service Providers into disrepute, or may be detrimental to the programme;
- 9.11. The Participant has made an independent visit to a township or low-income area in contravention of the above rules;
- 9.12. The Participant has harassed and or discriminated against another participant, staff member, or third party;
- 9.13. The Participant has failed to comply with the terms outlined in TSIBA Elevate's Code of Conduct; and
- 9.14. 11.2. The Participant is deemed by a TSIBA Elevate staff member to no longer be in a healthy state (physically or mentally) to remain in the programme. TSIBA will consult with medical professionals to assist in such a decision, but retain the right to make the final call on removing a Participant from the programme.
- 9.15. In the event of the Participant's removal from the programme in terms of the above, the Participant hereby agrees that TSIBA shall not be liable for any damages or costs suffered by the Participant as a result thereof and that the Participant shall not be entitled to a payment

or a refund of any amounts incurred by them, including, but not limited to, programme Tuition Fees, travel costs, accommodation costs and legal costs.

- 9.16. Removal from the programme will be done in a written email.
- 9.17. If a participant is removed from the programme, they will also be removed from the TSIBA Elevate Housing within 24 hours of removal (written in an email), and will be required to secure and pay for their own housing in Cape Town.

## 10. DISPUTE RESOLUTION

- 10.1. Should any dispute, disagreement or claim arise between the parties, the parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 10.2. Should the parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussion on their behalf.
- 10.3. The parties both agree that in no circumstance will either party publicise the dispute on any social media or other platforms. The parties understand that publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

## 11. FORCE MAJEURE

- 11.1. It is agreed that neither party shall be liable for delay or failure to perform any obligations contained herein if such delay is due to acts of God, fire, earthquake, labour dispute, war, martial law, government order, riot, revolution, outbreak of epidemic diseases, black out, water or electricity shortage, or any other cause beyond the reasonable control of the parties.

## 12. NOTICES

- 12.1. All notices given by the Participant to TSIBA must be sent to the following address: 51 Old Mill Road, Ndabeni, Cape Town, 7405. TSIBA may give the Participant notice at either the email or the postal address that the Participant provided when booking a programme which shall serve as the Participant's domicilia citandi et executandi.
- 12.2. Notice will be deemed received and properly served immediately when sent by email or three days after the posting of any letter. In proving the service of any notice, it will be sufficient to prove that an email was sent to a specified email address of the Participant.

## 13. GENERAL TERMS AND CONDITIONS

- 13.1. Survival of Rights, Duties, and Obligations: Termination of these Terms for any reason whatsoever shall not release either party from any liability which at the time of termination has already accrued to the other or which thereafter may accrue in respect of any act or omission prior to such termination.
- 13.2. Entire terms and conditions. This document together with the application form and the TSIBA Elevate invoice / itinerary constitutes the sole record of the Terms. No party shall be bound by any representation, warranty, and promise of the like not recorded herein. The Participant acknowledges that they have not relied on any matter or thing stated on behalf of TSIBA or otherwise that is not included therein. No addition to these standard Terms shall be of any force or effect unless in writing and signed by or on behalf of the parties.



- 13.3. Amendment of these terms. TSIBA Elevate may amend the Terms from time to time. The Participant should visit the TSIBA Elevate website regularly to check when the Terms were last updated (as displayed at the top of this document) and to review the current Terms. TSIBA will do our best to notify the Participant of any amendments to the Terms that it considers likely to materially affect the Participant's rights and obligations. Any such notice will be posted on the TSIBA Elevate website, or sent by email to the address associated with the Participant's TSIBA Elevate account. The continued participation in the TSIBA Elevate programme and use of the TSIBA Elevate website, after any amendment to these Terms, constitutes the Participant's acceptance of the Terms, as modified by such amendment. If the Participant does not accept the Terms, or any amendment to them, the Participant must immediately notify TSIBA.
- 13.4. Governing law: These Terms shall be governed by and interpreted in accordance with the law of the Republic of South Africa. All disputes, actions and other matters in connection with these Terms shall be determined in accordance with such law.
- 13.5. Cumulative Rights and Remedies: The rights and remedies of the parties under these Terms are cumulative and in addition to any rights and remedies provided by law.