Torque IT Enrolment: Standard Terms and Conditions

1. PAYMENT

1.1 Students who do not have credit facilities with Torque IT through their employer/sponsoring entity, need to ensure that payment is received before the start date of the training course, otherwise he / she will not be allowed to attend.

1.2 Payment by means of EFT (Electronic Funds Transfer), wire transfer, credit card, or Company Purchase Order, is preferred. The acceptance of any Proof of Payment, as presented by a student, will be at the sole discretion of management and is not guaranteed. A student who was allowed on class based on the presentation of a proof of payment, shall be held jointly and severally liable for the total fee of the course/s and any exams and failure to attend in full all lectures or exams will not in any way affect the enrolment fee in that the student/company will be held liable for the total fee for all course/s and exams.

2. CANCELLATION & RESCHEDULING

2.1 Torque IT reserves the right to alter, cancel or reschedule any course or trainer without liability and at its discretion; if it does, Torque IT will use reasonable efforts to notify you at least one week in advance. You will not be charged for any cancellation or rescheduling done by Torque IT.

2.2 The cancellation period for public scheduled training at any Torque IT branch is 8 working days. In the event of the student/company cancelling or postponing the course 9 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 9 days before the course commencement date.

2.3 The cancellation period for training onsite at the client's venue is 10 working days. In the event of the student/company cancelling or postponing the course 11 or more days prior to course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 11 days before the course commencement date.

2.4 The cancellation period for training on any Cisco Datacentre / Cisco CyberOps / Cisco CCNA Industrial / Cisco Network Programmability / Cloud courses and/or any other Service Provider certification course and/or specifically the VII collaboration course, and CIVND2 course that forms part of the CCNA Collaboration Certification track is 15 working days, in order for Torque IT to comply with Cisco Systems Inc.'s Lab reservation policies. In the event of the student/company cancelling or postponing the course 16 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 16 days before course commencement date. For purposes of re-attending any of the certification courses outlined in this clause, Cisco's Hands on Labs' reservation costs will apply; kindly refer to clause **3.4** for the associated Cisco re-attendance fees.

SATV CANCELLATION & RESCHEDULING

2.5 In the event that Software Assurance Training Vouchers are used/redeemed for a course and the student does not show up for the training, the client will forfeit allocated free days to the same quantity as the duration of the course booked.

APMG, PEOPLECERT & KEPNER-TREGOE EXAM CANCELLATION & RESCHEDULING

2.6 The cancellation period for APMG, Peoplecert and Kepner-Tregoe exams at any Torque IT branch is 8 working days. In the event of the student/company cancelling or postponing the exam 9 or more working days before exam commencement, there will be no charge. A 100% cancellation fee will be levied for exam cancellations made within 8 working days before the scheduled exam timeslot.

2.7 The cancellation or postponement of any APMG, Peoplecert and Kepner-Tregoe exam must be made in writing and will only be considered and accepted as successful once a written confirmation has been acknowledged by a Torque IT representative.

2.8 Please note that exam prices are subject to periodic amendment and are quoted as per the current pricelist at the time. If a student/company postpones or cancels an APMG, Peoplecert and
Kepner-Tregoe exam less than 9 working days prior to the scheduled exam time slot and rebooks the exam in the same period, the student or company will be liable for the exam price difference between the originally quoted price and the newly amended price.

2.9 Should a connectivity failure occur during an online exam the following is applicable:

2.9.1 No time penalty will be incurred for the exam session.

2.9.2 Torque IT endeavours to resolve the connectivity failure within a 60 minute window period.

2.9.3 In the event that Torque IT is unable to resolve the connectivity failure within the 60 minute window period, the student will have the option of being excused from the exam session and can reschedule the same exam with Torque IT at no additional cost.

2.9.4 We encourage students to remain at the exam centre until connectivity is restored and continue with the exam session until fully completed.

2.9.5 Once an exam session has commenced it is not possible to stop, cancel or reschedule the exam.

2.9.6 If a student is unable to sit their confirmed APMG, Peoplecert and Kepner-Tregoe classroom-based exam for medical reasons i.e. their own illness or injury, the affected student is required to notify Torque IT prior to the scheduled exam date and time and thereafter submit a doctor's certificate to this effect (relating to the date of the exam) along with a request to cancel or postpone the exam in question.

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This communication must be received by the students designated Torque IT Account Manager no later than 72 hours after the scheduled exam date and time. If a booked exam slot is not postponed, or cancelled, within the required time frame as stated in the Torque IT enrolment terms and conditions and or a recognized doctors certificate is not provided as per the above, the associated exam fee will be charged in full, forfeited, and the booked student will be marked as a "No Show". These Terms and Conditions pertaining to APMG, Peoplecert and Kepner-Tregoe Classroom-Based Exam Cancellations and postponements shall supersede any other Torque IT Terms and Conditions should a conflict or discrepancy occur.

PRINCE2®/AGILEPM®/PRINCE2 AGILE®/MSP®/MOR®/P3O®/PRAXIS CANCELLATION & RESCHEDULING
2.10 The cancellation period for training on any PRINCE2®/AGILEPM®/PRINCE2 AGILE®/MSP®/MOR®/P3O®/ PRAXIS modules at any Torque IT branch is 15 working days. In the event of the student/company cancelling or postponing the course 16 or more days before course commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 16 days before the course commencement date.

RED HAT CANCELLATION & RESCHEDULING
2.11 The cancellation period for training on any Red Hat course or exam is 14 calendar days, prior to the course or exam start date. In the event of the student/company cancelling or postponing a course or exam 14 or more calendar days before the course or exam commencement, there will be no charge to the student/company. A 100% cancellation fee will be levied for cancellations made less than 14 calendar days before course or exam commencement date. The student/ company may reschedule a course or exam up to 14 calendar days prior to the course or exam start date.
2.11.1 Students attending a Red Hat course or exam who do not have an existing RHN ID will be required to create a once off RHN ID per individual and not per course or exam by registering directly on the Red Hat page.
2.11.2 If a student is unable to sit their confirmed Red Hat classroom-based exam for medical reasons i.e. their own illness or injury, the affected student is required to notify Torque IT prior to the scheduled exam date and time and thereafter submit a doctor's certificate to this effect (relating to the date of the exam) along with a request to cancel or postpone the exam in question. This communication must be received by the students designated Torque IT Account Manager no later than 72 hours after the scheduled exam date and time. If a booked exam slot is not postponed, or cancelled, within the required time frame as stated in the Torque IT enrolment terms and conditions and or a recognized doctors certificate is not provided as per the above, the associated exam fee will be charged in full, forfeited, and the booked student will be marked as a "No Show". These Terms and Conditions pertaining to Red Hat Classroom-Based Exam Cancellations and postponements shall supersede any other Torque IT Terms and Conditions should a conflict or discrepancy occur.

VMware CANCELLATION & RESCHEDULING
2.12 The cancellation period for training on any VMware Advanced Reseller course is 15 working days. VMware Advanced Reseller deliveries are VMware Direct deliveries for South Africa and course enrolments are processed through a VATC reseller model in which Torque IT participates. VMware requires a minimum attendance of 4 (four) students, for the scheduled dates and therefore manages the scheduling and cancellation of these course should the minimums not be met. VMware also reserves the right to convert instructor led training into live online deliveries should minimums not be met, in an effort to avoid cancelling a course.
2.12.1 Students wanting to attend VMware advanced reseller courses will be managed on a case by case basis as VMware's direct involvement and final confirmation is required.

3. STANDARD RE-ATTENDANCE
3.1 Students have the opportunity to re-attend a course at Torque IT, within 6 months of the initial course start date, at a cost of R140.00 (excluding VAT) per person, per day. Booking of re-attendance courses is subject to full payment of the re-attendance cost in advance, regardless if the client is a 30-Day account holder with Torque IT. Re-attendance options and benefits only applies to the original student booked on a course and students cannot be substituted on re-attendance bookings.
3.2 Students re-attending must bring along their own courseware and toolkits that was initially issued for the course/s that will be re-attended, as this will not be provided to the student again. Should courseware be outdated, students will be held liable for the total cost of the course based on the latest course version.

BLUE PRISM RE-ATTENDANCE
3.3 Students re-attending must bring along their own courseware that was initially issued for the course/s that will be re-attended. Should courseware be outdated, students will be held liable for the total cost of the course/s based on the latest course version. Students re-attending courses that make use of Blue Prism remote labs will be liable for the following additional cost/s, which are over and above Torque IT's standard re-attendance fees:
3.3.1 CB-FOU: Blue Prism Foundation is ZAR11000 and provides lab access for 14 days.

CISCO RE-ATTENDANCE

3.4 Students re-attending must bring along their own courseware that was initially issued for the course/s that will be re-attended. Should courseware be outdated, students will be held liable for the total cost of the course/s based on the latest course version.

Students re-attending courses that make use of Cisco integrated learning labs, or requires remote labs support to complete the associated hand on lab exercises, will be liable for the following additional cost/s, which are over and above Torque IT's standard re-attendance fees:

3.4.1 ROUTING & SWITCHING: ICND1v3 at USD$200 allows access for 60 hours and is valid for 180 days; ICND2v3 at USD$200 allows access for 70 hours and is valid for 180 days; CCNA Bootcamp v3 at USD$400 allows access to Cisco ICND1v3 for 60 hours and is valid for 180 days as well as to ICND2v3 for 70 hours and is valid for 90 days ; ROUTE at USD$100 allows access to the lab for 50 hours and is valid for 180 days; SWITCH at USD$100 allows access to the lab for 50 hours and is valid for 180 day; TSHOOT at USD$100 allows access to the lab for 50 hours and is valid for 180 days; MPLS at USD$75 allows access to the lab for 25 hours and is valid for 90 days; BGP at USD$500 allows access for 5 days.

3.4.2 DATA CENTRE: DCICNv6.2 at USD$1000 allows access for 5 days; DCICTv6.2 at USD$1000 allows access for 5 days; DCUCIv6.2 at USD$1000 allows access for 5 days; DCIIv6.2 at USD$1000 allows access for 5 days ; DCVAIv6.2 at USD$1000 allows access for 5 days; DCIDv6.2 at USD$1000 allows access for 5 days; DCITv6.2 at USD$1000 allows access for 5 days; DCNX1K at USD$750 allows access for 3 days; DCNX5K at USD$700 allows access for 5 days; DCNX7K at USD$750 allows access for 5 days; DCINX9K at USD$650 allows access for 2 days; DCAC9K at USD$1000 allows access for 5 days; DCMDS at USD$500 allows access for 5 days.

3.4.3 CLOUD: CLDFND at $1000 allows access for 5 days; CLDADM at USD$1000 allows access for 5 days.

3.4.4 SERVICE PROVIDER: SPNGN1 at USD$600 allows access for 5 days; SPNGN2 at USD$600 allows access for 5 days; SPROUTE at USD$600 allows access for 5 days; SPADVROUTE at USD$600 allows access for 5 days; SPCORE at USD$600 allows access for 5 days; SPEDGE at USD$600 allows access for 5 days.

3.4.5 COLLABORATION: CIVND2 at USD$750 allows access for 5 days. VII ay USD$550 allows access for 5 days

3.4.6 SECURITY: IINSv3 at USD$600 allows access for 5 days.

3.4.7 Network Programmability: NPDESI at USD$475, NPDEV at USD$475, allows access for 5 days.

3.4.8 CCNA Industrial: IMINS at USD$1000 and IMINS2 at USD$1000, allows access for 5 days.

3.4.9 CCNA CyberOps: SECFND at USD$650 and SECOPS at USD$ 650, allows access for 5 days.

MICROSOFT RE-ATTENDANCE

3.5 Students re-attending must bring along their own courseware that was initially issued for the course/s that will be re-attended. Students re-attending courses that make use of Microsoft Labs Online in class, will be liable for the following additional cost/s, which are over and above Torque IT's standard re-attendance fees:

3.5.1 NE-10997: Office 365 Administration and Troubleshooting is ZAR1500 and provides Office 365 lab access for 5 days, Monday to Friday.

3.5.2 NE-20347: Enabling and Managing Office 365 is ZAR1500 and provides Office 365 lab access for 5 days, Monday to Friday.

3.5.3 NE-20537: Configuring and Operating a Hybrid Cloud with Microsoft Azure Stack Solutions is ZAR2000 and provides Azure access for 5 days, Monday to Friday.

3.5.4 NE-40409: Deploying Voice Workloads for Skype for Business Online and Server 2015 is ZAR2000 and provides Office 365 lab access for 5 days, Monday to Friday.

3.5.5 NE-55234: SharePoint 2016 Site Collections and Site Owner Administration is ZAR2000 and provides online lab access for 5 days, Monday to Friday.

ORACLE RE-ATTENDANCE

3.6 Re-attendance options and benefits do not apply to any Oracle courses attended at Torque IT; Students wanting to re-attend an Oracle course must follow the Oracle University Terms and Policies and familiarize themselves with the 100% Student Satisfaction Program by following the link: http://education.oracle.com/us/terms/termspolicies011117.html

4. ENROLMENT

4.1 All courses must be completed within eight (8) months from date of purchase. Failure to do so will result in the forfeiture of associated fees.

4.2 The student hereby acknowledges that he/she has read the pre-requisites for the course(s) listed on the enrolment form and understands that it is up to him/her to ensure that these criteria have been met before attending the courses. Torque IT will not be responsible in the event that the student is unable to complete the course if these pre-requisites have not been met and reserves the right to ask the student to leave the course.

4.3 The student hereby acknowledges that the successful completion of courses necessitates that he/she attends and obtains a minimum score of 80 %, in class attendance. If this 80 % rating is not achieved, it will result in the student's status being captured as, 'insufficient course attendance'. Insufficient attendance does not qualify for the receipt of a Torque IT electronic attendance certificate.

4.4 The student hereby acknowledges that the successful completion of a 1 day course, necessitates that he/she attends and obtains a score of 100 % in class attendance. If this 100 % rating is not achieved, it will result in the student's status being captured as, 'insufficient course attendance'. Insufficient attendance not qualify for the receipt of a Torque IT electronic attendance certificate.

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4.5 Validity of classroom based examinations / vouchers is eight (8) months from date of purchase. Pearson VUE examinations / vouchers are valid for six (6) months from date of purchase.

5. RECOVERY
5.1 In the event of any action being required in order to recover monies, or any action by Torque Technical Computer Training (Pty) Ltd in terms of these terms and conditions, the student/company hereby acknowledges that it will be liable for legal costs on the scale as between attorney and own client, which costs shall include costs of a tracing agent and collection commission.

6. DOMICILIUM
6.1 The student/ company hereby nominates its domicilium citandi et executandi at the address stipulated on the face hereof for the purpose of service of any notices and proceedings in consequence of this agreement.

7. JURISDICTION
7.1 The student/company hereby consents in terms of Section 45 of the Magistrates Court Act 32 of 1944 to the jurisdiction of the Magistrates Court in respect of any action instituted by Torque Technical Computer Training (Pty) Ltd notwithstanding the fact that the sum claimed may exceed the jurisdiction of such court.

8. WAIVER
8.1 No relaxations or indulgences granted by Torque Technical Computer Training (Pty) Ltd to the student/company shall in any way be construed as being a waiver or renunciation by Torque Technical Computer Training (Pty) Ltd of any of its rights in terms of this agreement. Such relaxation or indulgence shall further not be regarded as a negation of the student's/company's liability in terms hereof.

9. SOLE AGREEMENT
9.1 This agreement and terms and conditions shall form the sole agreement between Torque Technical Computer Training (Pty) Ltd and the student/company. No amendment or variation thereto shall be of any force or effect unless reduced to writing and signed by all the parties concerned, or their duly authorised agents and/or representatives.

10. LIABILITY
10.1 Torque Technical Computer Training (Pty) Ltd shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred as a result of information supplied by, or misrepresentations, negligence, fraudulent acts or default on the part of the clients, its directors, employees, contractors or agents. The client indemnifies the company and holds it harmless against all and any claims made against it by any party whatsoever in respect of any such loss, damages, costs or expenses and against the actual costs incurred by the company in defending such claims.
10.2 Personal belongings and items belonging to or in the possession of the client or student brought onto the training premises are the sole responsibility of the owner and the company accepts no responsibility for such items.
10.3 Torque Technical Computer Training (Pty) Ltd, shall not be held liable for any vendor course/exam version releases or changes, at any stage of a student's course/exam booking. Torque Technical Computer Training (Pty) Ltd endeavors to notify customers of such vendor version releases or changes in advance, however this may not always coincide with a student course/exam date. Students will be held liable for any applicable cost variances to attend the latest version of a course /exam, based on vendor version upgrades. Students opting to move course/exam dates to accommodate newer versions, must do so within the specified cancellation period. Torque Technical Computer Training (Pty) Ltd, will not exchange any pre-issued courseware. In the instance of vendor courseware version changes, prior to course commencement, students will be held liable for the total cost of the new courseware.

11. WARRANTIES
11.1 Torque Technical Computer Training (Pty) Ltd makes no representation or warranties in respect of lecturers. It is hereby recorded that a good standard of training will be upheld at all times; in the event that the student is not satisfied as to the standard, the onus of proof thereof shall lie with the student.

12. DAMAGES
12.1 The student acknowledges that he/she will be working with expensive computer equipment and shall be held liable for any damages suffered by Torque Technical Computer Training (Pty) Ltd to the equipment through any negligent acts by the student.

13. ORACLE BOOKINGS
13.1 For all Oracle training bookings please familiarize yourself with the Oracle Terms and Conditions as follows: http://education.oracle.com/za/terms/termspolicies101015.html

14. CHECKPOINT BOOKINGS

14.1 For all Check Point Enrolments, students are required to provide their Check Point User Center Account email address, upon registration in order to access courseware. Should students not supply their Check Point User Center account email, students will not be able to access their courseware.

14.2 Students attending a Check Point course who do not have an existing Check Point User Center Account email, will be required to create an account by registering directly on the Check Point page, by logging into the User Center at https://usercenter.checkpoint.com/usercenter/index.jsp.

15. EXAMINATION IDENTIFICATION REQUIREMENTS

15.1 When a student registers to take any examination at a Torque IT branch, the student will be required to provide an original and valid identification document (ID) that is recognized by the country in which the student is a citizen or permanent resident. In the absence of a formal identity document, a driver's license may be accepted and foreign nationals must provide an official Passport.

15.2 All students are required to bring along an original and valid identification document i.e. ID, Driver's License or Passport; each time the student reports to a test center and it is the students responsibility to ensure that his/her Identity documents are up-to-date and available on the day of the test. Prior to entering the testing room, students are identified and processed for admission by a Test Administrator in accordance with the exam center admission requirements.

15.3 Failure to produce the required identification document, will result in the student being unable to write the examination and the student will forfeit the fee paid for the particular exam, resulting in the student having to re-register again.

15.4 ID documents must meet all of the following requirements. Each ID document must:

15.4.1 be an original document; photocopied documents are not acceptable.

15.4.2 be a government-issued national/state/province identity card that is recognized by the country in which you are a citizen or permanent resident.

15.4.3 be valid; expired documents (bearing expiration dates that have passed) are not acceptable

15.4.4 bear your full name exactly (excluding accents) as it was when registering for the test include a recent, recognizable photograph.

15.4.5 Include your signature (the name and signature on the ID document must match).

16. EC-COUNCIL EXAMINATION VOUCHERS

16.1 When you attend any authorized EC-Council training course at Torque IT you will receive the associated ECC examination voucher as part of your course material. Your certification examination voucher can be used to book and pay for your certification examination at an Authorized EC-Council Testing Center (ETC) only. If you are not able to sit your certification examination at Torque IT, and you have no other ETC locally available, you do have the ability to convert your ECC examination voucher into a Pearson VUE examination voucher, at an additional cost of USD100 through EC-Council directly."