

CHART Digital Institute Terms and Conditions

Examination fees

Pearson VUE administers CHART Digital Institute DMI computer based exams via its global network of test centers. The examination fee is included in the purchase price of the DMI courses.

Cooling off period:

Students are entitled to a cooling off period of 14 days, which begins on the day that a student is provided with their booking confirmation and thus conclusion of the contract.

If a student decides they do not want to commence the course during this period a refund may be granted. A student may express their right to cancel via email or post. On this expression a full refund will be issued without undue delay and in any event not later than 14 days.

Once the Class Network is accessed by a student, this is indication of use of service and express acceptance of the above terms and conditions, and as a result no refunds will be issued at that point, even within the standard cooling off period of 14 days.

Payment terms for students

Short Courses, Professional Diploma and Specialized Diploma Courses:

Students will be granted access to online content once course fees have been paid in full.

Failure to make payments in the above timeframe will result in the student being withdrawn from the programme and access to class network being revoked. All fees paid up to this point are non-refundable and non-transferable.

Start date

Access to your online programme is granted once the course fee is paid. Your official start date however, is the 1st day of the month following payment, regardless of when the course is first accessed.

For example

If you pay on any date in April 2016, your official start date is May 1st, 2016.

If you pay on any date in May 2016, your official start date is June 1st, 2016.

Validity of Invoices

An invoice issued by the CHART Digital Institute is valid for a 14 day period from the date of issue, the CHART Digital Institute reserves the right to withdraw an invoice within this period by notifying students in writing.

Deferrals

Students who wish to defer their participation on an online course may do so in extreme circumstances for a maximum period of 6 months for Professional Certification students. Deferrals may only be applied to students who have paid the full course fees and are at the discretion of the CHART Digital Institute. Course participation will not be deferred while an outstanding fee remains on the student account.

Refunds

Refunds will only be granted in extenuating circumstances rendering the student incapable of continuing with the programme. Refunds are at the sole discretion of the CHART Digital Institute. Extenuating circumstances refer to unforeseen events which may affect a student's ability to complete their course.

Foreseen events such as sporting, cultural or work commitments are not considered extenuating circumstances. Supporting documentation e.g. medical certificate, police statement etc. must be provided. In such circumstance deferral may be offered as an alternative. The amount refunded will be in proportion to how far you have progressed through the course. Please allow a minimum of 7 weeks for a refund to be processed.

Refusal

CHART Digital Institute reserves the right to refuse tuition fees and reserves the right to deny any applications.

Disputes

These Terms and Conditions and our relationship and/or any dispute arising from or in connection with these Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.

In the event of any dispute arising between you and CHART Digital Institute, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Western Cape Division, Cape Town) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.

Nothing in this Dispute section or the Terms and Conditions limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

PayGate Terms and Conditions

1. Detailed description of goods and/or services CHART Digital Institute is a business in the eLearning industry that trains, educates and certifies people online .

2. Delivery policy Subject to availability and receipt of payment, requests will be processed within 2 days and delivery confirmed by way booking number

3. Return and Refunds policy The provision of goods and services by CHART Digital Institute is subject to availability. In cases of unavailability, CHART Digital Institute will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10 % administration fee

4. Customer Privacy policy CHART Digital Institute shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.polity.org.za/attachment.php?aa_id=3569.

5. Payment options accepted Payment may be made via Visa, MasterCard, Diners or American Express Cards or by bank transfer into the CHART Digital Institute bank account, the details of which will be provided on request.

7, Card acquiring and security

Card transactions will be acquired for CHART Digital Institute via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

8. Customer details separate from card details

Customer details will be stored by CHART Digital Institute separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to www.paygate.co.za.

9 Merchant Outlet country and transaction currency The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

10 Responsibility CHART Digital Institute takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

11 Country of domicile This website is governed by the laws of South Africa and CHART Digital Institute chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, _____ .

12 Variation CHART Digital Institute may, in its sole discretion, change this agreement or any part thereof at any time without notice.

13 Company information This website is run by CHART Learning Solutions Africa PTY LTD based in South Africa trading as CHART Digital Institute and with registration number 2017/173872/07 and Peter Horwing Director.

14 CHART Digital Institute contact details Company Physical Address: 9-13 Quinn Street, Newtown

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Contact

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CHART Digital Institute

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