



Terms and Conditions

Please read these Terms and Conditions (“Terms”, “Terms and Conditions”) carefully before purchasing a course from the Cerebral Online website (the “Service”) operated by Cerebral Online (Pty) Ltd (“us”, “we”, “our” or “Company”).

These are the general terms of use of Cerebral Online (Pty) Ltd and if you do not accept these terms you should not use our site or enrol for training purposes.

From time-to-time it may be necessary for us to review these terms so it is recommended that you check this page regularly. Once changes have been made they will post on the website and continued use of the site or training materials constitutes acceptance.

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Purchases

You are encouraged to familiarise yourself with your rights contained within the Consumer Protection Act.

If you wish to purchase any product or service made available through the Service (“Purchase”), you may be asked to supply certain information relevant to your Purchase including your credit card number, the expiration date of your credit card, your billing address, and potentially your shipping information. Rest assured none of your personal or payment details will be shared with any third party – please see Privacy Policy for further information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. You expressly agree that we, the company, is not responsible for any loss or damage arising from the submission of false or inaccurate information.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. You expressly agree that the company cannot accept any liability for loss or damage arising out of such cancellation.



We reserve the right to refuse or cancel your order if fraud, an unauthorised or illegal transaction is suspected or default of payment on instalment options.

Instalment options

Students enrolled on a course and paying monthly agree that the monthly fee will be automatically debited from the credit or debit card designated when enrolling on a course. All instalment options for courses are shown on the course page and students agree to pay these fees when enrolling on a course. You must ensure that funds are in your account ready for collection on the correct day of the month which is automatically scheduled as the same date of enrolment.

When paying by instalments, all students are subject to a cancellation policy of 14 days. Once this 14 day period has passed, the instalments which are set up cannot be cancelled and students are liable to continue with payments. Under no circumstances can instalments be cancelled after the 14 day cancellation period has passed. Students paying in full have a 7 day cancellation period, but if they have completed the course within that time frame, the cancellation period is null and void.

Should any payment fail then Cerebral Online have the right to charge a R150 administration fee. Should an instalment remain unpaid after 14 days of the agreed date of collection then the remainder of instalments will become immediately payable and a R350 administration charge will be applied to your account. Should funds remain unpaid, after 30 consecutive days from the initial failed monthly instalment, Cerebral Online have the right to instruct external agencies to collect these fees from students. In this case 10% will be added to the remaining balance outstanding to cover administration and collections fees.

Refunds

All of our training materials come with a 7 day money back guarantee. This money-back guarantee is for the sampling of a course only, if a student enrolls and completes the entire course within 7 days, then they will be considered to have used the purchase in full and no refund will be issued. For the purposes of this document, sampling is considered to be 30% or less of the course content.

For students that can be seen to have sampled the course and consider it not what they wanted, a request should be made within 7 days of enrolment and addressed to Cerebral Online (Pty) Ltd in writing at which point we will refund the course fees minus an administration charge of R40. Should this 7 day period have expired we, the company, have no obligation to return any monies paid for course materials or cancel any instalment packages.

Any paper-based materials provided on a course must be returned in their original condition without any modifications to receive a refund on a qualification. If these are not returned then Cerebral reserves the right to refuse a refund even within the 7 day refund period. Should a student have accessed tutor support, had any assignments marked or accessed over 30% of the online materials provided then a refund is not available and Cerebral reserves the right to refuse a refund in this case even within the 7 day refund period.

Availability, Errors and Inaccuracies

solutions@cerebralonline.com www.cerebralonline.com

Cerebral Online (Pty) Ltd (reg.no. 2021/601548/07)
PO Box 131, Haga Haga, 5272



We are constantly updating our offerings of products and services on our site. The products or services available on our site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the site and in our advertising on other web sites. You expressly agree that any such offer of a product or service does not constitute a legal offer capable of attracting legal consequences.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. Section "Availability, Errors and Inaccuracies" is without prejudice to existing statutory rights.

Delivery

When paying for course materials in full customers will receive log in details to access their training materials immediately after purchase. Customers paying by instalments are given their log in details within 2 days of first instalment being received. The Company confirms that should any updates on course materials be necessary, these will be of the same high standard as the original course material.

Within 48 hours of accessing course materials, any efficiencies or inaccuracies should be reported to the Company immediately. Complaints involving inaccuracies will not be accepted after this time.

Should the Company be unable to provide training materials and support after purchase, a full refund will be given.

Courses

It is the responsibility of the customer to be compliant with any course entry requirements. It is imperative that customers understand the requirement to prove the level of proficiency necessary to pass the course. Should a customer not be deemed of sufficient standard to meet the necessary criteria, the Company accepts no liability for failure of the course. The Company's decision on customer grading is final.

Included within the cost of some of the courses is access to tutor support throughout the duration of the enrolment. Should a Customer wish to extend this support and access to training materials, this can be negotiated by contacting Cerebral Online. Please be aware the Company is under no obligation to grant extensions to enrolments.

Courses are available to the Customer for the length of time specified on the course description. The majority of courses provided by Cerebral Online are accessible for a period of 6-12 months.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.



You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password.

You agree not to disclose your password to any third party. Password and access sharing on your account will be considered to be a breach of contract and an act of fraud. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene. You expressly agree that we cannot be held liable for any loss or damage arising out of any misrepresentations you make in this regard.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of the Company. The Service is protected by the laws of South Africa. Our logos and branding may not be used in connection with any product or service without the prior written consent of the Company. Any copying of course materials or adaptation is strictly prohibited without prior permission of the Company.

Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by the Company.

The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Termination

We may terminate or suspend your account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. Likewise in the unlikely event that the Company breached the Terms, then the Customer has the right to terminate the account and request a refund.

Upon termination, your right to use the Service will immediately cease. If you wish to terminate your account, you may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.



The Company deems plagiarism as being a very serious offence. Should the Company deem any submitted course material to be plagiarised, Customers accept that they are in breach of the Plagiarism Policy and not entitled to continue their studies, receive any certification or request a refund.

Indemnification

You agree to defend, indemnify and hold harmless the Company and their employees, assessors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password, or b) a breach of these Terms.

Limitation Of Liability

In no event shall the Company, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Company its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Severance

Should a court of Law or authority with jurisdiction, find any parts of this Agreement to be invalid, illegal or unenforceable, then this section or sections to the extent required is deemed not to form part of the said Agreement. Should this occur, the validity of the remaining parts of the Agreement shall not be affected.

In the case that a section or sections of the Agreement are found to be invalid, illegal or unenforceable the provision shall apply with any modification the Company deems necessary to ensure that it is valid, legal and enforceable.

Exclusions



Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will the Company ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service, these Terms, the subject matter of these Terms, the termination of these Terms or otherwise, including but not limited to personal injury, loss of data, business, markets, savings, income, profits, use, production, reputation or goodwill, anticipated or otherwise, or economic loss, under any theory of liability (whether in contract, tort, strict liability or any other theory or law or equity), regardless of any negligence or other fault or wrongdoing (including without limitation gross negligence and fundamental breach) by the Company or any person for whom the Company is responsible, and even if the Company has been advised of the possibility of such loss or damage being incurred.

Governing Law

These Terms shall be governed and construed in accordance with the laws of South Africa, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

The Company reserve the right to change teachers or tutors during the period of enrolment, should this be necessary.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 15 days notice prior to any new terms taking effect. What constitutes a material change will be determined at the Company's sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the service.

Privacy Policy and Cookie Policy

Please refer to our Privacy Policy and Cookies Policy. You agree that they constitute part of these terms. You must read our Privacy Policy before you use the Service.

Contact Us

If you have any questions about these Terms, please contact us.