Terms & Conditions

18 December 2025

1.0 Recitals

1.1 The **Delegates** acknowledge and agree that by using the Webinars On-Demand Online Booking System, it accepts the latest **Agreement** between the Parties listed within the Webinars On-Demand Online Booking System**.** If a **Delegate** does not agree to these Terms, the **Delegate's** sole and exclusive remedy is to not proceed further to book or make payment using the Online Booking System.

2.0 Definitions

2.1 "Agreement":

2.1.1 Shall mean the latest Terms and Conditions listed within the Webinars On-Demand Online Booking System at http://www.fh.co.za/downloads/codweb/Webinar%20Terms%20and%20Conditions.pdf which shall constitute the entire record of the **Agreement** between the parties in regard to the subject matter hereof.

2.2 "Delegates":

2.2.1 means the individual or Company as recorded and populated in either the "Name and Surname" or "Company" mandatory fields under "Company Details for Invoicing" on http://www.fh.co.za/cod/documents/das/webinars/purchase, or the "First Name" and / or " Last Name", populated after successful payment under "Your **Delegates**", for which the **Delegates** agrees to attend the **Event**

2.3 "Event":

2.3.1 means all webinars, virtual events, workshops and or training, conducted by the **Service Provider** solely in terms of these Terms and Conditions

2.4 "Service Provider":

2.4.1 means Contracts On-Demand (Pty) Ltd Reg. No 2016/079656/07, the party so named in the **Agreement** who accepts payment from **Delegates** for attending one or more **Events** in accordance with the Terms and Conditions of this **Agreement**

3 Terms and Conditions

3.1 No contrary declarations, undertakings, or agreements, whether oral or in writing, and regardless of whether same is made by an employee, agent or representative of the **Service Provider**, shall be of any force and effect especially in circumstances where such declaration, undertaking or agreement is contrary to any provision contained in these Terms and Conditions.

3.2 **Delegates** seeking to attend **Events** are required to register for their desired **Event**s on the Webinars on-Demand online platform. Upon registration for the desired **Event**, **Delegates** shall be invoiced for such **Event** except in circumstances where the **Event** in question is offered free of charge.

3.3 All amounts invoiced in respect of **Event**s are due and payable immediately upon issuance of such invoice, if not already paid through the Webinars On-Demand ecommerce portal. **Delegates** are required to pay for **Events** through the payment method provided on the Webinars on Demand ecommerce portal and online platform.

3.4 Registration to attend **Events** will only be completed and attendance permitted at such **Event** upon receipt of payment for such **Event**.

3.5 Should **Delegates** have completed the registration process to attend an **Event** and should such **Delegates** seek to cancel such registration, the **Delegates** in question will not be entitled to a refund, and such **Delegates** will remain liable for the full cost of the **Event** in question and a recording thereof will be made available to the **Delegates** who shall further be required to complete the assessment in respect thereof.

3.6 Subject to the provisions of clause 4.5 above, the recording of **Event**s will not be supplied to the **Delegates** after the completion of the **Event**.

3.7 In the event of an **Event** being unable to commence on the date and/or at the time at which the **Event** was scheduled to commence due to circumstances beyond the control of the **Service Provider**, then such **Event** shall be re-advertised and rescheduled to a date and time at which the **Event** will be capable of proceeding on. It will however remain each **Delegates'** own responsibility to ensure that they are re-registered for the **Event** on the rescheduled date on the Webinars on Demand Online platform. the **Service Provider** reserves the right to substitute speakers and or where events beyond its reasonable control prevent speakers from appearing. The **Delegates** accepts that there will be no right to any refund or cancellation in these circumstances.

3.8 The Registered **Delegates** may substitute **Delegates** to view the **Event** at any time and at no extra cost, on the condition that the **Service Provider** is notified in writing prior to the **Event**.

3.9 Any views, opinions or thoughts expressed by the speaker or presenter of any **Event**, regardless of whether the presenter is an employee or representative of the **Service Provider**, remain views, opinions or thoughts of the presenter in question in their personal capacity and are in no way and should not be construed as the views, opinions or thoughts of the **Service Provider**.

3.10 The content of all materials contained and presented in **Event**s (in particular, course and continuing education materials, offers, reports, analyses, expert opinions, organisational plans, programmes, performance reports, drafts, calculations, drawings, data carriers, etc.) is and remains the sole intellectual property of the **Service Provider** or the presenter in question. The duplication and distribution of such materials is only permissible upon the prior express and written authorisation of the **Service Provider**. In the case of a violation of these stipulations, the **Delegates** shall pay to the **Service Provider** a royalty which shall be determined by the **Service Provider** in its sole discretion. the **Service Provider** further expressly reserves the right to claim further damages that may arise as a consequence hereof.

3.11 Our terms and conditions are in accordance with rules and regulations of ISP and Bank Governing Bodies.

4 Limited Warranty

4.1 the **Service Provider** makes no express warranties, including without limitation that the services and or systems are or will be complete or free from errors

5 Limitation of Liability

5.1 To the maximum extent permitted by law, the **Service Provider** shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Services or any **Event** Materials available or not included therein, (b) the unavailability or interruption to the supply of the Services or any features thereof or any **Event** Materials, (c) **Delegates** use or misuse of the Services or Materials, (d) the content of the **Event** Materials and the Service, (e) any delay or failure in performance beyond the reasonable control the **Service Provider**, or (f) any negligence of the Service Provider or its employees, contractors or agents in connection with the performance of its obligations.

5.2 the **Service Provider** shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever (including, without limitation, legal fees) in any way due to, resulting from, or arising in connection with the services, systems, webinar materials, or the failure of the **Service Provider** to perform its obligations, regardless of any negligence.

5.3 or judgment or to provide legal advice with respect to particular circumstances. the **Service Provider** does not provide legal advice. The **Delegates** are solely responsible for their use of, and/or any reliance on, the Webinars on Demand Service, responses to questions or the content of other the **Service Provider** materials. **Delegates** accept that their attendance at an **Event** does not create or imply a legal consulting relationship of any kind and accept that the **Service Provider** does not owe **Delegates** any duty of care.

5.4 The **Delegates** agree that in the event that the **Delegates** breaches the **Service Provider's** intellectual property contained in the Service, it shall indemnify the **Service Provider** for any actual or alleged infringement of any intellectual property right, including without limitation, trademarks, service marks, patents, copyrights, misappropriation of trade secrets or any similar property rights.

5.5 The **Delegates** further agrees to indemnify and hold the **Service Provider's** affiliates and their respective officers, directors, employees and agents harmless from and against any and all liabilities, costs, losses, damages and expenses (including reasonable legal fees) associated with any claims or actions.

6 Credit / Debit Cards

Our partners security protocols are as, if not more, robust than South African banks. They are:

- **PCI-DSS Level 1 Compliant: All Client credit card payments are done in a secure environment.**
- **Secure servers: The website and payments page are hosted on secure servers, safeguarding against phishing attacks.**
- **Use 3D Secure: This extra layer of security is used for all online transactions using a credit card.**
- **GEO IP Tracking: By monitoring where transactions originate from we can look for mismatches with the card's issuing country.**
- **BIN/IIN Validation: We check the card-issuing bank locations and can choose to enable/disable payments from certain countries.**
- **All suspicious transactions are manually reviewed.**
- **There are a multitude of automated and manual checks in place to protect both buyers and sellers from fraudulent transactions.**

7 Privacy Policy

We know that you care about your personal data and how it is used, and we want you to trust that we use your personal data carefully. When you use our website and our online Services, as a Client, you may provide, and we may collect personal data. Any information provided by our Client's will only be used as our Clients direct. Please find our full Privacy Notice link at the bottom of our Web Pages to understand what personal data we collect, why we collect it and what we do with it.

8 Disclaimer

8.1 the **Service Provider** is under no obligation to respond to **Delegates** questions or to respond within any particular timeframe. the **Service Provider** may, at our discretion, publish **Delegates** questions (in an anonymised form) and the **Service Provider's** response as a Q&A document for other users to view, either in its original form or in a form edited by the **Service Provider**. the **Service Provider** may also remove any Q&A document at any time for any reason. It is the **Delegates** responsibility to ensure that they do not include confidential, personal or other proprietary information in their submissions. Contracts On-Demand reserves the right to change or modify this disclaimer and any other information on the website and within the Services provided, at any time without notice to you.

9 Domicilium and Notices

7.1 The Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this **Agreement**, as follows -

7.1.1 Contracts On Demand (Pty) Ltd
189 Olympic Duel Avenue
Northlands Business Park
Newmarket Road
North Riding
Tel: 011-704 6965
Email: admin@contractsondemand.co.za

7.1.2 Any Party shall be entitled from time to time, by written notice to the others, to vary its domicilium to any other address within the RSA which is not a post office box or poste restante.

7.1.3 Any notice given and any payment made by any Party to another ("addressee") which:
is delivered by hand during the normal business hours of the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee at the time of delivery;
is posted by prepaid registered post from an address within the RSA to the addressee at the addressee's domicilium for the time being shall be rebuttably presumed to have been received by the addressee on the tenth business day after the date of posting.

7.1.4 Any notice given by any Party to another which is sent by telefacsimile or email shall be rebuttably presumed to have been received by the addressee on the first business day succeeding the day on which the telefacsimile or email is successfully transmitted.

7.2 Notwithstanding anything to the contrary contained herein a written notice actually received by a Party shall be an adequate notice notwithstanding that it was sent via telefacsimile and/or all email and not sent to its chosen domicilium

8. Dispute

8.1 Should any disagreement arise concerning this **Agreement,** either Party may declare a dispute by notice to the other Party. All disputes shall be referred to arbitration.

8.2 Prior to such submission to arbitration the Parties may by mutual consent refer the dispute to mediation by a mutually agreed mediator. Should the Parties fail to appoint a mediator within 20 days or should the Parties fail to reach a binding agreement within 20 days of the mediator's appointment it shall be deemed that the mediation process has been abandoned.

8.3 Mediation shall not be construed as a compulsory procedure.

8.4 The arbitrator shall at the request of either Party be appointed by the Chairman of the Association of Arbitrators (Southern Africa). The arbitration shall be conducted according to the Summary Procedure Rules for The Conduct of Arbitrators published by the Association of Arbitrators (Southern Africa).

9. Force Majeure

9.1 No Party shall be liable to the other in respect of non-performance of any term of this **Agreement** in the event that such non-performance is directly caused by force majeure, which means any event beyond the reasonable control of any Party.

10. Breach

10.1 Should either Party commit a breach of any provision or term of this **Agreement** and fails to remedy such breach within 30 (thirty) days of the date of receipt of written notice from the other party requiring it to do so, then the aggrieved Party shall be entitled, without prejudice to its other rights in law, to cancel this **Agreement** or to claim specific performance of all of the defaulting Party's obligations whether or not such obligations would have fallen due for performance, in either event without prejudice to the aggrieved Party's rights to claim damages.

11. Transferring of Rights

11.1 The **Service Provider** shall be entitled to cede, assign, transfer or otherwise make over any of its rights or delegate any of its obligations herein to E-Cloud Construction (Pty) Ltd Reg 2018/477995/07 without the written consent of the other Party

12. General

12.1 The **Agreement** constitutes the entire record between the parties in regard to the subject matter hereof.
12.2 No party shall be bound by any express or implied term, undertaking, representation, warranty, promise or the like not recorded herein.
12.3 No indulgence, extension of time, relaxation or latitude which any Party ("grantor") may show, grant or allow to another ("grantee") shall constitute a waiver by the grantor of any of its rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may have then already arisen or which may thereafter arise.
12.4 The **Agreement** is personal to the parties and the **Customer** shall not be entitled to cede, assign, transfer or otherwise make over any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party. However, the **Service Provider** shall be entitled to cede, assign, transfer or otherwise make over any of its rights or delegate any of its obligations herein to E-Cloud Construction (Pty) Ltd Reg 2018/477995/07 without the written consent of the other Party
12.5 This **Agreement** shall be governed by the laws of South Africa