

Miricle Solutions CC aka www.AuditExcel.co.za

Terms and Conditions

This website can be accessed at www.auditexcel.co.za , <https://online-excel-training.auditexcel.co.za/courses/> and related mobi-sites (the “Website”) and is owned and operated by Miricle Solutions cc.

It is important to us that you, as the client, are comfortable with the terms and conditions contained below and that you understand both what can be expected from us and, in return, what is expected by us from you, as the client.

By using the Website or by engaging the services of the Company, as may be applicable, you acknowledge and confirm that you have read, understand and agree to be bound by these Terms and Conditions.

1. DEFINITIONS

- 1.1. **“the Agreement”** means these terms and conditions read with any invoices issued to you in terms of the Agreement and any attachments to the Agreement;
- 1.2. **“the Attendee”** means you, the individual who has registered to attend the Course, whether physically or online;
- 1.3. **“the Company”** means Miricle Solutions CC (with registration number (2002/063923/23) trading as “Audit Excel”)
- 1.4. **“Consulting Services”** means assistance with any approach or calculation used in furthering the interests of the client.
- 1.5. **“the Course”** means the Audit Excel Course which is run by the Trainer, in live training and online from time to time;
- 1.6. **“the Course Fee”** means the agreed upon amount payable to attend the course;
- 1.7. **“the Start Date”** means the date upon which the Course is to commence;
- 1.8. **“the Parties”** means the Attendee, the Payee and the Speaker; and
- 1.9. **“the Payee”** means the person responsible for the payment of the Course Fees whether that person is the Attendee or another party;
- 1.10. **“the Payment Date”** means the date upon which payment of the Course Fee is made in terms of clause 4 below.
- 1.11. **“the Purchaser”** means a person who purchases Shop Items on the Website;

- 1.12. **"Shop Items"** means those articles of merchandise listed for sale on the Website from time to time;
- 1.13. **"the Trainer"** means the accredited trainer designated by the Company to present the Course from time to time;
- 1.14. **"the Website"** means www.auditexcel.co.za or <https://online-excel-training.auditexcel.co.za/> and the related mobile-browser optimised URLs.

2. IMPORTANT NOTICE

- 2.1. These Terms and Conditions apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
- 2.2. **These Terms and Conditions contain provisions that appear in similar text and style to this clause and which –**
- 2.2.1. **may limit the risk or liability of the Company or a third party; and/or**
- 2.2.2. **may create risk or liability for the user; and/or**
- 2.2.3. **may compel the user to indemnify the Company or a third party; and/or**
- 2.2.4. **serves as an acknowledgement, by the user, of a fact.**
- 2.3. **Your attention is drawn to these Terms and Conditions because they are important and should be carefully noted.**
- 2.4. If there is any provision in these Terms and Conditions that you do not understand, it is your responsibility to ask the Company to explain it to you before you accept the Terms and Conditions or continue using the Website.
- 2.5. Nothing in these Terms and Conditions is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation, as the case may be, created for either you or the Company in terms of the CPA.
- 2.6. **"Microsoft" and "Excel" are registered trademarks of the Microsoft Corporation. While Audit Excel provides training and consulting on the Microsoft Excel program, we are not otherwise affiliated with the Microsoft Corporation in any way.**

LIVE TRAINING

3. ATTENDEE'S RESPONSIBILITIES – LIVE COURSE

- 3.1. For the Attendee to obtain the optimal results from the Course it is highly advised that:

- 3.1.1. All prescribed questionnaires (Skills Assessments, Which Course etc), prescribed video content and reading material should be completed or perused before the Start Date and submitted to the Trainer so that he might gain a greater understanding of what the Attendee wishes to gain from the Course.
- 3.1.2. The Attendee should actively participate in the Course to the extent that they feel comfortable in doing so.
- 3.1.3. **Please note the Ownership and Intellectual Property rights you are agreeing to as mentioned in 13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**
- 3.1.4. Finally, the Attendee should attempt to implement the skills that are learnt on the Course when the opportunity arises. The Attendee will only see the true extent of his/her growth when putting the skills learnt into action in the real world.

4. REGISTRATION – LIVE COURSE

- 4.1. The Course Fee may be paid in the following manners:
 - 4.1.1. by bank transfer into a bank account nominated in writing by the Company;
 - 4.1.2. by authorised credit card;
 - 4.1.3. into the Company's PayPal account;
- 4.2. The Course Fee must be received at least **7 (seven) Working Days** prior to the Start Date.
- 4.3. The Attendee's place at the Course will only be confirmed upon receipt of the Course Fee.
- 4.4. The Company reserves the right to refuse attendance at the Course if payment of the Course Fee is not made in full before the Start Date.
- 4.5. On the Start Date, the Trainer will furnish the Attendee with a pack of materials.

5. CANCELLATION POLICY – LIVE COURSE

- 5.1. Provided the Attendee notifies the Company in writing at least 14 days prior to the commencement of the Course:
 - 5.1.1. should the Attendee be unable to attend the Course once payment of the Course Fee has been made, the Attendee shall be entitled to appoint a substitute delegate to attend the Course in the Attendee's stead; or
 - 5.1.2. should the Attendee elect not to send a substitute delegate as contemplated in clause 5.1 as aforesaid, the Company shall process a refund of the Course Fee to the client within 5 business days, less a 10% service charge.
- 5.2. **SHOULD THE ATTENDEE FAIL TO NOTIFY THE COMPANY AS AFORESAID, THE COMPANY WILL BE UNABLE TO PROCESS ANY REFUND AND THE ATTENDEE SHALL FORFEIT THE COURSE FEES PAID.**

6. FORCE MAJEUR – LIVE COURSE

- 6.1. In circumstances where the Course cannot be held or is postponed due to events and/or circumstances beyond the control of the Trainer and/or due to events and/or circumstances which are not attributable to the wrongful intent or gross negligence of the Trainer, the Trainer shall not be liable to the Attendee or Payee for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.
- 6.2. In the circumstances described in clause 6.1, the Attendee may be notified of a revised date for the Course and the Attendee shall have the right to attend the Course on such revised date.

ONLINE TRAINING

7. ATTENDEE'S RESPONSIBILITIES – ONLINE COURSE

- 7.1. For the Attendee to obtain the optimal results from the Course it is highly advised that:
 - 7.1.1. All prescribed questionnaires (Skills Assessments, Which Course etc), prescribed video content and reading material should be completed or perused before the Start Date and submitted to the Trainer so that he might gain a greater understanding of what the Attendee wishes to gain from the Course.
 - 7.1.2. The Attendee should actively participate in the Course to the extent that they feel comfortable in doing so.
 - 7.1.3. **Please note the Ownership and Intellectual Property rights you are agreeing to as mentioned in 13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**
 - 7.1.4. Finally, the Attendee should attempt to implement the skills that are learnt on the Course when the opportunity arises. The Attendee will only see the true extent of his/her growth when putting the skills learnt into action in the real world.

8. REGISTRATION – ONLINE COURSE

- 8.1. The Course Fee may be paid in the following manners:
 - 8.1.1. by bank transfer into a bank account nominated in writing by the Company (SWIFT code to be provided for international Attendees);
 - 8.1.2. by authorised credit card;
 - 8.1.3. into the Company's PayPal account;
- 8.2. Once the Company has received the Course Fee, the Attendee will receive an email with joining instructions and gain immediate access to the Course.

- 8.3. The Attendee may use the Course material in perpetuity but the Company provides no warranties on the continuing accuracy or relevance of the contents of the Course material once the Attendee has been granted access.
- 8.4. The Attendee may ask questions through the system for a period of 6 months after purchase of the relevant course.
- 8.5. The Company reserves the right to revoke the Attendee's access to the Course if the Attendee is in breach of this Agreement or contravenes YouTube's standard acceptable usage policy.

9. CANCELLATION POLICY – ONLINE COURSE

- 9.1. Provided the Attendee notifies the Company in writing within 24 hours of the payment of the Course Fee and the Attendee is unable to attend the Course or assign its place at the Course to a substitute delegate to attend the Course in the Attendee's stead, the Company shall process a refund of the Course Fee to the client within 5 business days, less a 10% service charge.
- 9.2. **SHOULD THE ATTENDEE FAIL TO NOTIFY THE COMPANY AS AFORESAID, THE COMPANY WILL BE UNABLE TO PROCESS ANY REFUND AND THE ATTENDEE SHALL FORFEIT THE COURSE FEES PAID.**

10. FORCE MAJEUR – ONLINE TRAINING

- 10.1. In circumstances where the Company is unable to grant access to the Course due to events and/or circumstances beyond the control of the Trainer or the Company and/or due to events and/or circumstances which are not attributable to the wrongful intent or gross negligence of the Trainer or the Company, the Company and the Trainer shall not be liable to the Attendee or Payee for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.
- 10.2. In the circumstances described in clause 10.1, the Attendee may be notified of a revised date when access will be granted to the Course and the Attendee shall have the right to access the Course on such revised date.

Questionnaires

11. Excel Skills Assessments and Course Suggestion Questionnaires

- 11.1. Various Questionnaires (paid for and free) are available through the Company. These include skills assessments, course suggestion and other questionnaires.
- 11.2. **Please note the Ownership and Intellectual Property rights you are agreeing to as mentioned in 13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**
- 11.3. **ANY QUESTIONNAIRE RESULTS PRESENTED BY THE COMPANY ARE PURELY FOR ILLUSTRATIVE PURPOSES AND DO NOT CONSTITUTE REPRESENTATIONS BY THE COMPANY, ON WHICH TO BE RELIED. THE COMPANY SHALL HAVE NO LIABILITY TO ANY PARTY IN RESPECT OF LOSS OR DAMAGE CAUSED BY RELIANCE ON ADVICE GIVEN BY THE COMPANY ON ANY COURSE MATERIAL.**

CONSULTANCY TERMS

12. Consultancy Services

- 12.1. The Company provides the Consulting Services from time to time and will be appointed by a client ("the Client") to provide the spreadsheet or other development to the Client from time to time, with reasonable professional skill and care and in accordance with the terms and conditions contained in this agreement.
- 12.2. The Company shall provide the Services in accordance with the objectives and deliverables of the scope of work ("the Scope of Work") which will be provided to the client from time to time and shall be read together with the terms of this Agreement as if specifically incorporated herein.
- 12.3. In consideration for the Consulting Services to be rendered by the Company and provided that the deliverables listed in the Scope of Work are met, the Client shall pay the Company the corresponding fee as quoted by the Company from time to time.
- 12.4. Any external costs, such as printing, parking and travel costs, which fall outside the scope of work will be quoted for, agreed to and invoiced separately with such invoices also being paid on presentation of invoice.
- 12.5. Whenever substantial advance payments or financial commitments are required to pay for Consulting Services requested and approved by the Client, the Client shall pay such advances to the Company on 7 days' written notice.
- 12.6. Where the assignments mandated by the Client falls outside the scope of work, the Company shall be entitled to cost any additional work performed and invoice separately for these assignments at its standard time based rates.
- 12.7. **Please note the Ownership and Intellectual Property rights you are agreeing to as mentioned in 13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

- 12.8. At no time will the relationship which the Company holds to the Client be considered to be anything other than that of an independent contractor. This Agreement is not intended to create and shall not be construed as creating between the Client and the Company, the relationship of principal and agent, joint ventures, co-partners, Practice/employee or any other similar relationship, the existence of which is hereby expressly denied.

13. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 13.1. **All intellectual property rights in all materials made available to the Attendee whether in person or online, or used by the Company in Consultancy Services including but not limited to the design, graphics, example and template lecture spreadsheets and text of all printed or electronic materials and the audio and video material of all webinars, videos and podcasts, are owned by the Company.**
- 13.2. **No Course content may be copied, reproduced, uploaded, posted, displayed or linked to in any way, in whole or in part, without the Trainer's prior permission. Any such use is strictly prohibited and will constitute an infringement of the Company's intellectual property rights.**

13.3. **Subject to clause 13.1 the Attendee is entitled to a perpetual, non-exclusive licence to use the developed spreadsheet provided by the Company in the provision of the Consultancy Services.**

14. CONFIDENTIALITY

- 14.1. The Attendee, as well as all other individuals who attend the Course, are receiving content which holds a pecuniary value to the Company.
- 14.2. Any proprietary information disclosed by the Trainer during the conduct of the Course shall not be disclosed by any of the participants attending the Course to any member of the public unless prior consent has been obtained by the Company.
- 14.3. The Attendee may be requested to provide a written and/or video testimonial for the Course. The Attendees are not obligated to give such testimonial should they not wish to. In the situation where a testimonial has been voluntarily given, the Company shall have the authority to post, upload or replicate said testimonial on any social media, website or video sharing website for marketing purposes.
- 14.4. In order to render efficient and comprehensive services, it is essential for the Company to work closely with a client's staff in rendering the Consultancy Services. To this end, all information supplied by clients of the Consultancy Services shall be treated as strictly confidential, and will not be disclosed to any third party without the express permission of such client.

15. USE OF WEBSITE

- 15.1. The Company permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, the website user ("User") shall be deemed to have accepted all the Terms and Conditions unconditionally. The User must not use this Website if the user does not agree to the Terms and Conditions.
- 15.2. The User agrees that it will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, the user agrees that it will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by Internet search websites to direct Internet users to this Website).
- 15.3. It is prohibited for a User to use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.
- 15.4. A User is expressly prohibited from displaying, publishing, copying, printing, posting or otherwise using the Website and/or the information contained therein without the express prior written consent of an authorised Company representative.

16. PRICING TERMS

- 16.1. All prices quoted for Consulting Services, Course Fees and Shop Items are subject to change, subject to availability of the Shop Items and Course dates, and may be changed without prior notice.

16.2. In the event the Website lists Shop Items for sale by a third party merchant, the Company relies on inventory information supplied by the relevant third party Merchant and the Company accordingly bears no liability for any inaccuracies in the information supplied to it.

16.3. No Shop Items may not be purchased for re-sale. Should the Company suspect that any such Shop Items are being purchased for sale, the Company is entitled to cancel the offending order immediately on notice.

17. DELIVERY TERMS

17.1. The Purchaser acknowledges and agrees that delivery of all Shop Items is performed by virtual means.

17.2. The Purchaser agrees and acknowledges that the Company requires at least 2 (two) working days to transmit an order of a Shop Item once payment has been received unless agreed otherwise.

17.3. The Company endeavours at all times to communicate delivery times as accurately as possible. Times are, however, often subject change due to circumstances beyond the Company's control. Any change in delivery times will, wherever possible, be communicated to the Purchaser. The Company will not be held responsible for any delays or misinformation caused by the Company's suppliers.

17.4. From time to time, Shop Items or means to access Shop Items may be rejected by an end server or diverted into a "junk mailbox". The Company bears no responsibility to the Purchaser for any Shop Items which are not received as a result of these circumstances.

17.5. **ANY ISSUES RELATING AND/OR INCIDENTAL TO DELIVERY OF THE SHOP ITEMS (INCLUDING BUT NOT LIMITED TO THE SHOP ITEMS RECEIVED DIFFERING FROM THOSE WHICH WERE ORDERED, INCORRECT QUANTITIES, DAMAGED AND/OR DEFECTIVE GOODS), MUST BE COMMUNICATED TO THE COMPANY IN WRITING WITHIN 5 (FIVE) DAYS OF RECEIPT THE SHOP ITEMS BY THE CLIENT. THE COMPANY WILL NOT BE HELD LIABLE IF ISSUES ARE NOT COMMUNICATED WITHIN THIS SPECIFIED TIME FRAME AND, IN THIS INSTANCE, THE ORDER WILL BE DEEMED TO BE SUCCESSFULLY COMPLETED.**

18. LIMITATION OF LIABILITY

18.1.1. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS THESE TERMS AND CONDITIONS, IN NO EVENT WILL THE COMPANY, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND/OR INVITEES BE LIABLE TO ITS CLIENTS, THE PURCHASER, THE USER OR THE ATTENDEE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, PROFIT, REVENUE, SAVINGS OR INTERRUPTION OF BUSINESS) CAUSED BY, ARISING FROM OR IN ANY WAY CONNECTED WITH THE PROVISIONS OF THIS AGREEMENT (INCLUDING BREACH THEREOF) AND/OR ANY ACT OR OMISSION PERFORMED OR OMITTED TO BE PERFORMED BY THE COMPANY IN CONNECTION WITH THIS AGREEMENT**

18.1.2. **THE COMPANY SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF ANY CLAIM ARISING FROM OR IN ANY WAY CONNECTED WITH ANY CLIENT OR ANY THIRD-PARTY INFORMATION, OR ANY OTHER MATERIAL WHICH CAN BE ACCESSED OR ACQUIRED USING THE WEBSITE,**

DURING THE COURSE OR IN PERFORMANCE OF THE CONSULTANCY SERVICES, AND IS NOT RESPONSIBLE IN ANY WAY FOR ANY SHOP ITEMS OR SERVICES PROVIDED, PROMOTED, ADVERTISED, SOLD OR OTHERWISE ACQUIRED BY MEANS OF THE AFOREMENTIONED ON THE INTERNET.

- 18.1.3. **ANY "TIPS AND TRICKS" OR QUESTIONNAIRE RESULTS PRESENTED BY THE COMPANY ARE PURELY FOR ILLUSTRATIVE PURPOSES AND DO NOT CONSTITUTE REPRESENTATIONS BY THE COMPANY, ON WHICH TO BE RELIED. THE COMPANY SHALL HAVE NO LIABILITY TO ANY PARTY IN RESPECT OF LOSS OR DAMAGE CAUSED BY RELIANCE ON ADVICE GIVEN BY THE COMPANY ON ANY COURSE MATERIAL.**

19. GENERAL

- 19.1. The Parties intend that this Agreement, together with any attachments, schedules, exhibits, and other documents that both are referenced in this agreement represent the full and final expression of the Parties intent and agreement relating to the Services, Sale and Course as specified herein.
- 19.2. If any provision of the Agreement becomes void or otherwise unenforceable in whole or in part, the validity of the remainder of the Agreement shall not be affected.
- 19.3. This document contains the entire Agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 19.4. No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights an enforcing the obligations of the other Party in terms of this Agreement
- 19.5. No alteration, cancellation, variation of, or addition to this Agreement shall be of any force or effect unless reduced to writing and transmitted electronically to all Parties to this Agreement or their duly authorised representatives. The alternation, cancellation, variation or addition shall only be deemed to have taken effect upon written acknowledgement of receipt and acceptance from the receiving party/parties.
- 19.6. The Company may be entitled to cede, assign or delegate its obligations in terms of this agreement to sub-contractors or agents in order to carry out its obligations in terms of this agreement, with the prior written consent of its client, which consent the client may not unreasonably withhold.
- 19.7. Should the Company employ the services of a sub-contractor or an agent (hereinafter "the Appointee") to carry out any of its obligations in terms of this agreement as contemplated in clause 19.6 above, then:
- 19.7.1. the Company shall be obliged to appoint the Appointee on terms no less onerous than those contained herein;
- 19.7.2. the terms and conditions of this agreement shall at all times take precedence over any agreement that the Company may enter into with the Appointee and be duly implemented by the parties;



- 19.7.3. notwithstanding any such appointment, the Company shall be and remains liable for the due performance of its obligations under this agreement;
- 19.7.4. the client shall be precluded from engaging the services of the Appointee directly for a period of 18 months after engaging the services of the Company.