



TERMS AND CONDITIONS

EFFECTIVE DATE: 20 FEBRUARY 2025

Welcome to **Softkings Academy**. These Terms and Conditions govern your enrollment, participation, and use of our educational services, ensuring compliance with the Department of Higher Education and Training (DHET), Quality Council for Trades and Occupations (QCTO), MICT SETA, and Services SETA regulations in South Africa.

1. Acceptance of Terms

- **1.1** By enrolling in any course or program at Softkings Academy, you agree to abide by these Terms and Conditions.
- **1.2** These terms are binding and may be updated periodically, with changes effective upon posting on our website.

2. Accreditation and Compliance

- **2.1** Softkings Academy is accredited by the QCTO, MICT SETA, and Services SETA, and registered with the DHET as a private education provider under the Higher Education Act, 1997 (Act 101 of 1997).
- **2.2** All programs align with the National Qualifications Framework (NQF) and are quality-assured by the relevant authorities.

3. Enrollment and Admission

- **3.1** Admission is subject to meeting the minimum entry requirements as stipulated by Softkings Academy and relevant regulatory bodies for QCTO occupational qualifications and SETA standards.
- **3.2** Applicants must provide accurate personal and academic information. Misrepresentation may lead to cancellation of enrollment without refund.
- **3.3** Enrollment is confirmed upon receipt of the required deposit of **R799** and signing of the Learner Agreement.

4. Payment Terms

- **4.1** Course fees are as listed on our website and must be paid in full or via an approved payment plan before course completion.
- **4.2** A non-refundable deposit of **R799** is required to secure your place, with the balance payable as per the agreed schedule.
- **4.3** Late payments may incur a penalty fee and/or suspension from classes until settled, per MICT SETA and Services SETA funding guidelines.
- **4.4** Refunds are issued only under exceptional circumstances or course cancellation by Softkings Academy and exclude the deposit, in line with DHET and consumer protection policies.

5. Learner Responsibilities

- **5.1** Learners must attend scheduled classes (online or in-person) and complete assessments as required by QCTO and SETA quality assurance standards.
- **5.2** Academic integrity is mandatory; plagiarism or cheating may result in disciplinary action, including expulsion without refund.
- **5.3** Learners must comply with Softkings Academy's Code of Conduct, available upon request.

6. Certification

- **6.1** Certificates are issued upon successful completion of a program and full payment, accredited by QCTO, MICT SETA, Services SETA, or other partners (e.g., CompTIA, Cisco) as applicable.
- **6.2** Softkings Academy reserves the right to withhold certification if requirements are not met, per NQF regulations.

7. Cancellation and Withdrawal

- **7.1** Learners may withdraw within 7 days of enrollment for a partial refund (excluding the deposit), provided no classes have been attended, per DHET cooling-off guidelines.
- **7.2** Withdrawals after this period forfeit all fees paid, unless approved by management under exceptional circumstances.
- **7.3** Softkings Academy may cancel a course due to insufficient enrollment or unforeseen events, offering a full refund or transfer to another program.

8. Intellectual Property

All course materials, including digital content, are the intellectual property of Softkings Academy or its partners (e.g., Microsoft, Adobe). Unauthorized reproduction, sharing, or distribution is strictly prohibited.

9. Privacy and Data Protection

- **9.1** Personal information is collected and processed in compliance with the Protection of Personal Information Act (POPIA), 2013.
- **9.2** Data may be shared with DHET, QCTO, MICT SETA, or Services SETA for accreditation and reporting purposes.

10. Dispute Resolution

- **10.1** Disputes will be resolved through internal mediation by Softkings Academy management.
- **10.2** If unresolved, matters may be escalated to the DHET, QCTO, or relevant SETA dispute resolution mechanisms, per the Skills Development Act, 1998.

11. Limitation of Liability

Softkings Academy is not liable for indirect damages or loss of income arising from course participation, except where mandated by South African law.

12. Governing Law

These Terms and Conditions are governed by the laws of South Africa, including the Higher Education Act, Skills Development Act, and NQF regulations.

13. Contact Information

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For Attention: Mr Daniel Mahlaule