

Print Media Terms

(Version: 1.0)

1. Introduction

These terms are the general and commercial terms of the relationship between us and you. The terms cover any transactions where we provide learning media to you. You (and those related to it) will prescribe and order the relevant learning media for the learning area for the qualifications, programmes, courses, or mentioned in these Print Media Terms for its duration. You must order original learning media for each learner that you train. You must purchase learning media per learning area per learner enrolled on the qualifications, programmes or courses.

2. Definitions and interpretation

Definitions. In the agreement:

agreement means the agreement between us and you, consisting of the terms and any orders the parties enter into;

business day means any day other than a Saturday, a Sunday, or a holiday (including a public or bank holiday) in the jurisdiction where our entity that entered into the relevant order is organised;

business hours means our normal business hours on business days;

order means a goods or services order agreed to and signed by both the parties describing the specific goods or services that we will provide to you;

physical learning media means the books, booklets, DVD's, USB's, pamphlets and any other physical hard copy documents;

services means any services we or related persons provide to you, under orders;

sign means the handwritten signature, an advanced electronic signature, or an electronic signature that the parties agree to use, of each of our duly authorised representatives;

terms means the terms, consisting of:

- these terms; and
- any other relevant specific terms, policies, disclaimers, rules and notices that the parties agree on, (including any that may be applicable to any specific goods or services);

we, us, or our means EDGE Learning Media (Pty) Ltd, company registration number: 2015/332511/07, and, if specified in an order, those related to it;

writing means the reproduction of information or data in physical form (includes handwritten documents, hard copy printouts and fax transmissions) or any mode of reproducing information or data in electronic form that the parties agree to use (like pdf), and includes information or data in the form of email;

you or your means the customer that enters into an order and, if specified in the order, those related to it.

2.1 **Definitions in the order.** Words defined (or assigned a meaning) in an order will have that meaning in the terms, unless the context clearly indicates otherwise.

2.2 **Interpretation.** All headings are inserted for reference purposes only and must not affect the interpretation of the agreement. Whenever "including" or "include", or "excluding" or "exclude", together with specific examples or items follow a term, they will not limit its ambit. Terms other than those defined within the agreement will be given their plain English meaning. References to any enactment will be deemed to include references to the enactment as re-enacted, amended, or extended. A reference to a person includes a natural and juristic person and a reference to a party includes the party's successors or permitted assigns. Unless otherwise stated in the agreement, when any number of days is prescribed in the agreement the first day will be excluded and the last day included. The rule of construction that an agreement must be interpreted against the party responsible for its drafting or preparation does not apply. GMT +2 will be used to calculate any times.

3. Duration

These Print Media Terms will apply for the duration agreed in the proposal, commercial terms, or invoice.

4. Goods

4.1 **Delivery and packaging.** Unless otherwise agreed in an order the goods will be supplied on the following basis:

- we will pack the goods in accordance with our packaging specifications for the goods;
- in the absence of any packing specifications, we will package the goods suitably to ensure that damage in transit does not occur due to incorrect packaging;
- unless otherwise agreed in writing, the fees will include the cost of packaging;
- unless otherwise agreed in writing, you will select the specific mode of delivery for the goods; and
- unless otherwise agreed in writing, the delivery costs will be for your account.

4.2 **Time until dispatch.** You will select a delivery option when you place your order. We endeavour to dispatch the goods as soon as reasonably practicable to the address specified in the offer. We will try to adhere to the estimated delivery dates but accept no liability for failing to do so. **You or your students may not withdraw any offer due to a delay in delivery.**

4.3 **Delivery terms when ordering.** The parties may vary these delivery terms when you place an order. Those terms in the order will take preference over these delivery terms.

4.4 **Updates.** We will regularly update the learning media through subsequent impressions to align with statutory or generally accepted frameworks, regulations or legislation where applicable. This does not include frameworks, regulations or legislation effective in countries outside South Africa.

4.5 **Latest version.** We will supply the latest impression of the learning media, unless prevented or hindered by the non-availability of raw materials and production capacity. In this event, you will have the option to either:

- receive the delayed delivery of the latest impression of the learning media;
- replace the version with a study text; or
- accept delivery of the preceding impression.

5. Physical learning media

5.1 **Components.** The learning media and the relevant components to be supplied are set out in the Learning Media List in the Proposal or Commercial terms.

5.2 **Returns.** It is your responsibility to order the correct quantity and we will not refund or exchange goods if you purchase more than

needed.

5.3 **Updates.** We may update our learning media on an annual basis if we determine that the content or subject matter has changed.

5.4 **You (or your students) must not:**

- modify, translate or create derivative works whether in whole or in part, or otherwise attempt to derive the underlying ideas, algorithms, file formats, programming of the learning media, nor may it permit, whether directly or indirectly, any third party to do so;
- merge or combine the whole or any part of the learning media with any other media without our prior written consent;
- grant any third party direct access to the learning media, including by way of lease, download, as an application or bureau service provider or any other method;
- use the learning media to provide an application or bureau service to any third party;
- lend or transfer any part of the learning media version to any third party;
- sub-license or otherwise transfer the use of the learning media, whether in whole or in part, to any third party; or
- remove any proprietary notices or labels on the learning media.

6. Delivery address

We will deliver the Physical Learning Media to the address you have given us in the proposal, commercial terms, or when you place an order on our website. You may change this address you give us in the proposal or commercial terms to a different address when you order on our website.

7. Your responsibilities

- 7.1 **No reselling.** You will not be a reseller of the learning media and will only market, sell and distribute the learning media for the programmes, courses, or qualifications conducted by it. You must get our prior written approval of any advertising or marketing materials that refer to the learning media.
- 7.2 **Marketing.** On request, you may inform us of any information that is likely to be relevant to the marketing and distribution of the learning media. You must provide forecasted unit movements and any other information we request regarding the managing of its production capacity.
- 7.3 **Running the programmes.** Unless otherwise agreed between the parties in writing, you warrant that you will run the programmes, courses, or qualifications set out in these customer relationship terms for the duration of these customer relationship terms. This clause will not apply if:
- the parties agree otherwise in writing;
 - there is an event of force majeure; or
 - you lose your accreditation due to the content of the learning media developed or provided by us. You must provide proof of the loss of accreditation in writing from the relevant accreditation body.