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## 1.1 Preamble

To our valued clients [Very Important Persons]:

This agreement ("Agreement") is a legal contract between you (either an individual or a single business entity.....) and Afrinet International Training Institute which provides training, Business Advisory and Research and Development services identified on this website, which may include open registration, on site and e-learning training courses and related training. By virtue of proceeding to register and gather more information on our website and otherwise, you agree to be bound by the terms of this contract, including warranty disclaimers of liability and termination. Without prejudice to any other rights, Afrinet may terminate this Agreement if you fail to comply with the terms and conditions of this Agreement. As our most valued executive delegates, we advise you to kindly read carefully through our terms and conditions before registering training courses or accessing or downloading any training materials from this website. A signed contract must be put in place before and prior to any training or service work being delivered.

## 1.2 Scope

Unless otherwise agreed by Afrinet in writing prior to agreement by the executive delegate to these Terms and Conditions the delegate agrees that the provisions of these Terms and Conditions shall constitute all of the provisions relating to the Services to be provided to the Client by Afrinet. Expressively no other terms and conditions shall be applied and be accepted. The Republic of Botswana is our country of domicile and Geo- headquarters.

### **1.3 Payment**

- Full payment of training fees in US\$ have to be received prior to and or on the course start date. A deposit of 60% of the fee structure is payable at booking time. The 40% balance is due 7 days prior to and or on before beginning of the first training session
- We accept payments online using Visa and MasterCard credit/debit or bank transfer and any other prescribed method by Us no later than 14 working days in US\$ equivalent.
- Balance Payment by of total training fee by Cheque, credit card, debit card or bank transfer is required no later than 7 working days
- Training fees are stated in US\$ currency, implying the convention of the local currency based on the location of the training activity to the current exchange rate in US\$. Thus all fees are deposited and or transferred into Afrinet Bank account in US\$. For remotely delivered or accessed training activities, the location of the participant may be used to determine the applicable currency and fee.
- The fee does not include travel, accommodation, meals or other related expenses unless explicitly stated and fees are exclusive of Value Added Tax, and this will be charged at the appropriate rate
- Afrinet only serves delegates with teas, snacks, and lunches throughout and only during actual training sessions and the active training period minus excursions days
- When a Purchase order is used to pay for training, payment must be received within 14 days net after invoice date.

### **1.4 Registration issues**

- According to our policy, by completing the registration process, the training delegate is in effect entering a binding agreement, Afrinet assumes that the training delegate or agent has the necessary authority to commit the funds required for the training activity
- Afrinet reserves the right to provide and or not provide its delegates trainees with executive training gadgets such as laptops, tablets, phones and any other paraphilia materials usable during and after its service provision
- Delegates are expected to be fully equipped with training tools, specifically their personal training laptops and other necessary gadgets
- Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of the Republic of Botswana and International cyber law on data protection and privacy
- You may register online, via email, telephone or other appropriate forms of communication. If not using our website, please contact our head office for assistance.
- In all instances, Afrinet accepts transfer of your registration to a colleague or workmate or any other persons approved by you in writing at all times, without any surcharge
- Once a course has been successfully registered and processed, you will receive an email from Afrinet confirming your registration, name of the course, course timing, country and the city, including venue and location of delivery
- Registration for courses is deemed final upon receipt of applicable full training fees. Confirmation of registration and readiness to receive training will be done within four days of transacting.
- Afrinet delegates have a duty to provide and update information accurately and this should be a continuing exercise that lasts for the duration of the training.

- You can download and use Afrinet documents, including training and learning material for the purposes of completing the programmed executive course on line or using conventional symposium approach only either (as agreed between the Afrinet and yourself or as representing your employer)

### **1.5 Cancellations**

- Transfers and cancellation of training courses is allowed on condition of reasonable justification but at an extra cost determined by Afrinet but not exceeding 30% of the fees chargeable.
- Our delegates have a grace period of four weeks to transfer their registration for one course to another
- A delegate cannot willingly cancel a course fourteen days before the commencement
- Any cancellation of a course should be made in writing and should be received in writing (email is acceptable, and any other form of physical documentation) within 14 calendar days before the start of the course and will be subject to an administration fee not exceeding 30% of the cost of fee structure
- If the refund is approved by the Afrinet, it will be made through the original mode of payment only
- Afrinet reserves the right to retain training fees for delegates who absent themselves from the training course, and have those who have not previously informed the office of their intentions.
- Afrinet reserves the right to cancel or re-schedule training if necessary.
- Where a course is cancelled due to natural causes, the applicant will be fully refunded (less administrative and transfer costs) through the same media they used to pay. That reserved right to change any and all aspects of the Services without prior notice to you is a standing policy, and does include, but not limited to revisions in course titles, course descriptions, course content, instructors, location, dates, and price

### **1.6 Security**

- Afrinet will keep confidential all know-how, including commercial and financial information, that is of a confidential nature, disclosed by the trainee delegates to the Afrinet in a training project, business advisory or research service; will not publish any information without the express prior written consent of the trainee delegates and will only disclose confidential information meant for training and advisory purposes, only to those persons whose duty is to execute the same and only considering the extent to which it is necessary for them to properly perform their duties in line with the delegates reason for registering and enrolling for the training.

### **1.7 Copyrights**

- The right of ownership in respect of all original work created by Afrinet remains its property. As our VIP delegates, we expect you to acknowledge that all intellectual property rights in the training materials and any other documentation belong to us and that the rights in the training material and any other documentation are to be used for the benefit for which the course was rendered for.

### **1.8 Nature of Service model**

- Afrinet can run conferences, symposiums, workshops and roundtable forums in place of conventional training. Delegate invitees to these forms of knowledge platforms will be

informed before registration whether what is being advertised is a conventional training session, or conference or symposium or workshop or round table. These forms of skill and knowledge platforms are appropriate in deliberating contemporary business issues that needs such cohort approach and synergic debates and sharing platforms.

### **1.9 Prohibitions**

- Recording and photography by delegates is not permitted at any Afrinet courses or events but delegates ,upon agreement can have their photo sessions for memoir purposes on events they deem key note during training.
- Afrinet employees, agents and other representatives are strictly prohibited from giving or receiving money in cash or otherwise or gifts from delegates and /or our business partners which could be construed as bribes or entering into arrangements that are construed as corrupt practices. Any form of gift rendered must be declared to Executive Management of Afrinet and treated as such.
- A party to this contract may not be held accountable to perform an obligation under the Contract due to circumstances beyond that party's reasonable control (Force Majeure). In such circumstances the affected party will be entitled to a reasonable extension of the time for performing such obligations.
- If the period of non-performance continues for eight weeks, the party not affected may terminate the Contract by giving 14 days' advance written notice to the other party.
- Any notice given under this contract by Afrinet and or applicant [Trainee delegate] to the other must be in writing and may be delivered personally or by recorded delivery or registered .
- Afrinet will in some instances collaborate and work with renowned accredited training providers across the globe
- You will be awarded a Certificate with a seal (Afrinet Seal) and a course transcript upon completion of the formal training.
- Any person who is not a party to this contractual agreement shall not have any rights under or in connection with the terms and conditions applying to this service(s).

### **1.10 Termination of contract**

Either party can terminate this Agreement, if one party breaches or a breach is of a material obligation

### **1.11 Disclaimer**

- Afrinet services and related materials are provided "as is." Afrinet and its partners do not and cannot warrant the performance or effectiveness of results you may obtain by utilizing the services and related materials.
- The delegate accepts that they are responsible for verifying that the courses they are undertaking are suitable for their requirements and Afrinet will not be held liable for.
- Recording and photography by delegates is not permitted at any Afrinet courses or events but delegates ,upon agreement can have their photo sessions for memoir purposes on events they deem key note during training.

\*This Agreement constitutes and makes up the entire agreement between Afrinet and the applicant [trainee delegate] in relation to this contract and supersedes any and all prior agreements, discussions, understandings, representations or promises made prior to this.

### 1.12 Signatures

Afrinet Representative Name in Full.....Date.....

Signature.....

Witness 1.....

Witness 2.....

Applicant [Delegate/ Agent] .....Date.....

Signature.....

Witness 1.....

Witness 2.....



**AFRINET INTERNATIONAL**

— Training Institute —

*"Engineering Global Minds"*

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