



MAGIC BLOX

EQ LIFE COACHING FOR EVERYONE

Magic Blox 4 Life cc
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TERMS AND CONDITIONS OF ENROLMENT/BOOKING MAGIC BLOX 4 LIFE CC MAGICEQ IN-PERSON AND ONLINE COURSES

Welcome to Magic Blox 4 Life ("Magic Blox"), which is owned and operated by Magic Blox 4 Life CC. The Terms and Conditions of Enrolment ("the T&Cs") contained herein are important as they are the basis of the contract between Magic Blox and the Client (being the student or, in the case of the student being a minor, the parent or guardian of the student responsible for enrolling the student). Please read them carefully. Magic Blox reserves the right to change the T&Cs from time to time. Since the Client is bound by the T&Cs, the Client is advised to periodically refer to the website to monitor any changes that may have been affected.

Upon booking a MagicEQ course with Magic Blox, the Client is entering into a binding agreement with Magic Blox, in terms of which the Client agrees to abide by the T&Cs (including meeting stated payments), in exchange for the services offered by Magic Blox during the course for which the Client has enrolled.

The T&Cs are subject to the jurisdiction of the laws of the Republic of South Africa.

By agreeing to these T&Cs, the Client confirms that s/he possesses a full understanding of all the T&Cs (as amended from time to time), and willingly accepts them all.

1. COURSE DURATION

The following allowable time frames are for the course duration; from the date payment is processed. You have the following time periods to complete the courses:

COURSE NAME	COURSE DURATION	MAXIMUM COMPLETION TIME
MagicEQ Online Quick Course – Adults: Parent/Teacher/Therapist	90 minutes of online course material	To be completed within a month of booking date
MagicEQ Online Course - Family	5 x 90-minute sessions (Child & Parent)	3 months from booking date
MagicEQ In-Person Course - Family	5 x 90-minute sessions (Child & Parent)	3 months from booking date
MagicEQ Social Program	8 x 60-minute sessions, scheduled during the academic school term	2 school terms
MagicEQ Face to Face individual coaching session either in person or on zoom.	Sessions are scheduled according to availability	N/A

2. BOOKING & PAYMENT POLICY

All clients are expected to complete the Magic Blox Booking Form either electronically or on hard copy. The Client's completed booking form acts as acceptance of the Terms and Conditions and commitment to the selected Magic Blox course for which the Client has enrolled

The Client's space will be confirmed on the selected course upon receipt of payment in full. Payment must be made at least 3 days prior to the scheduled commencement of the program.

3. MISSED SESSIONS AND/OR MAKE UP SESSIONS

3.1 FAMILY COURSE:

In the event that you are unable to attend one or more of the scheduled sessions, you are required to provide 1 week (7days) notice of this, so that an alternative time can be arranged.

3.2 SOCIAL COURSE:

The social course consists of 8 pre-scheduled sessions. In the event that you are unable to attend one or more of the scheduled workshops, it is your responsibility to catch it up. Catch up sessions can be arranged at a time that is convenient for you, however all catch up sessions will be charged at R200 per session

4. CANCELLATION AND REFUND POLICY

4.1. Should the Client wish to cancel his/her enrolment on a course, the Client must submit a written cancellation request in writing within 5 working days of the confirmation of enrolment. It is recommended that the Client contact Magic Blox within 24 hours of submitting a cancellation request to confirm receipt. Magic Blox accepts no responsibility for and will not be liable for non-receipt of messages or transmissions.

4.2. Refunds may be granted if the Client applies in writing, within 5 (five) working days of confirmation of booking. The refunded cost will be less costs incurred. In the event a course has already commenced, and one session has been completed, a refund will not be issued.

5. YOUR PRIVACY

Magic Blox is committed to protecting your privacy and all workshop and online sessions are kept confidential. Your permission will be acquired before any use of testimonials or photographic materials.

6. SECURITY

Magic Blox maintains strict online security measures. This is to ensure that our business is managed in accordance with worldwide legal developments and to protect against cyber-attack, hacking, and unlawful access of confidential records.

7. DISCLAIMER

7.1. Every attempt is made to ensure all information provided by Magic Blox is accurate, and that the Client has attained all competencies taught within a course.

7.2. Magic Blox takes no responsibility for, and will not be liable, for any action or claim in connection with, or arising from any such information, instruction, or advice, given by any student or ex-student. Magic Blox takes no responsibility for and will not be liable for the student's or ex-Student's interpretation and/or misuse of materials.

7.3. All information, text, material, graphics, software, and advertisements ("Content") are protected by South African and international copyright and trademark laws.

7.4. No courses, course materials and study notes are to be republished, sold, loaned, or copied, or used in any way outside the pursuit of studying the course by the enrolled student without explicit permission granted in writing by the owner of Magic Blox.

8. CONFIDENTIALITY UNDERTAKINGS

8.1. In the course and scope of the Client's participation in the Magic Blox courses and programs, he/she will become acquainted with, possessed of and given access to the Magic Blox' trade secrets and confidential information ("proprietary information").

8.2. Such proprietary information is of significant strategic importance and value to Magic Blox and the Client acknowledges this to be the case.

8.3. In order to protect Magic Blox' interests in the proprietary information, the Client undertakes, during the continuance of his/her engagement with the Magic Blox and participation in the Magic Blox Programs and courses, and at all times after the termination thereof for whatsoever reason

8.3.1. to keep secret and not to divulge or disclose Magic Blox' proprietary information; and

8.3.2. to use his/her best endeavors to prevent any disclosures of Magic Blox' proprietary information; and

8.3.4. to refrain from using, availing himself/herself or deriving any profit from Magic Blox' proprietary information or facilitating any other party to do so.

9. INTELLECTUAL PROPERTY

9.1. The Client shall not in any manner represent that s/he has any right or title to the Intellectual Property, of Magic Blox. The Intellectual Property includes but is not limited to the format of the Magic Blox 4 Life program, online sessions and workshops, the concepts and Magic Blox Tools and Skills taught, the feedback reports, the equipment used, both children and adult materials and manuals, the registered trademarks, the logos, the product name.

9.2. Under no circumstances shall the Client, in any way whatsoever, use or apply for registration of any of the Intellectual Property or any part of same, which are identical to or confusingly similar to the Intellectual Property of Magic Blox or which would conflict with the Intellectual Property.

9.3. To the extent that the Client breaches the undertakings contained in this clause and indeed uses Magic Blox' Intellectual Property, all use thereof by the Client for as long as such a breach endures will inured to the benefit of Magic Blox.

9.4. The Client acknowledges that the Intellectual Property is owned by Magic Blox. The Client further acknowledges that the Intellectual Property is a commercial asset of considerable value to Magic Blox and that valuable goodwill is attached to the Intellectual Property.

9.5. The Client acknowledges, and will not contest, the rights of Magic Blox to Intellectual Property.

9.6. The Client agrees that no part of the Intellectual Property will be used by the Client as part of its name or in the name or part of any name of any entity, company, corporation, partnership or any other entity with which the Client is associated, either directly or indirectly, and if it does so, the Client agrees to procure that such entity's name is changed upon demand by Magic Blox.

9.7. The Client shall, where applicable, in all representations of any Intellectual Property used by it as contemplated in this Agreement, append in a manner approved by Magic Blox, such inscription as is usual or proper for indicating that the Intellectual Property right in question is registered.

9.8. The Client shall immediately notify Magic Blox of all infringements or threatened infringements of the Intellectual Property which comes to his/her attention or any attempts to challenge the Client's rights to use any of the Intellectual Property in accordance with the provisions of this Agreement.