




Name of Policy:	Privacy Policy	
Originator / Author: (name and position)	Mrs Celma Brummer Marketing Manager	
Custodian: (name and position)	Mrs Celma Brummer Marketing Manager	
Policy approved by:	Structure Academic Director Financial Director Marketing Manager	Date
Policy effective date:	1 July 2020	
Policy review date:	2 January 2021	
Implementation responsibility:	Mrs Celma Brummer	
Implementation procedures approved by:	Structure Mr Andrew Carlsson (Academic Director) Mrs Belinda Carlsson (Financial Director) Mrs Celma Brummer (Marketing Manager)	Date 

TERMS AND CONDITIONS OF WEBSITE USAGE

Welcome to our website and online platforms. By using this website and online platforms, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern The Institute of Certified Bookkeepers relationship with you in relation to this website. The terms “The Institute of Certified Bookkeepers”, “The ICB” or “us” or “we” refers to the owner of the website and online platforms whose registered office is 3rd Floor, Gradu8ed House, Century City Square, Heron Crescent, Century City, Cape Town. Our company registration number is 1931/003246/07. The term “you” refers to the user or viewer of our website and online platforms. The use of the term website will include all ICB related online platforms, including, but not limited to MACCI, the student and provider portals.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

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Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). You may not create a link to this website from another website or document without The ICB’s prior written consent.

Your use of this website and any dispute arising out of such use of the website is subject to

the laws of South Africa.

Privacy Policy

The Institute of Certified Bookkeepers is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement.

The ICB may change this policy from time to time by updating this page. You should check the website from time to time to ensure that you are aware of any changes or updates. This policy is effective from 1 June 2020.

We will not use or disclose Personal Information provided to us according to this Privacy Policy in ways other than the ones described within this document without informing you and providing you with the opportunity to consent to such modified conditions concerning the use and disclosure of your Personal Information.

What we collect

Information collected is required for registration with the ICB and recording your details on the National Learner Records Database so that once qualified you may be awarded the relevant qualifications offered by us.

We may collect the following information (this is not an exhaustive list and is to be viewed as an example of the information collected):

- name and surname
- contact information including email address, telephone number and postal address
- demographic information such as postcode, socio-economic status, Identification Numbers
- other information relevant to customer surveys and/or offers

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping

We may use the information to improve our products and services.

We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, or mail. We may use the information to customise the website according to your interests.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

Storage of information

The ICB stores your Personal Information in South Africa. We may also store your Personal Information on, and transfer your Personal Information to, a central database located in South Africa. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of personal data, we will take the necessary steps to ensure that your Personal Information is adequately protected in that jurisdiction.

Your information will not be stored for longer than is necessary for the purposes described in this Privacy Policy.

Sharing of personal information

Your personal information will only be shared with Approved Accredited Training Providers and approved Service Providers who have agreed to be bound by this Privacy Policy.

We may disclose personal information about you to other third parties to comply with applicable laws and regulations. We also reserve the right to disclose such Personal Information to third parties where a complaint arises concerning your use of our website and where we believe, in our sole discretion, that your use of our website is inconsistent with the Privacy Policy.

We may also share your details with third parties (such as auditors or legal advisors) to obtain professional advice. An agreement will govern any such processing in the form required by law, preserving all of your statutory data protection rights.

Links to other websites

Our website may contain links to other websites of interest. However, once you have used these links to leave our site, you should note that we do not have any control over the other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites, and this privacy statement does not govern such sites. You should exercise caution and look at the privacy statement of the applicable website.

User Accountability

The user is responsible for all use of the site made by the user or anyone else using the user's password and for preventing unauthorised use of the user's password. Suppose the user believes there has been any breach of security such as the disclosure, theft or unauthorised use of the user's password or any payment information. In that case, the user must notify The ICB immediately.

Accessing your personal information

To see the Personal Information, we have collected through the website and online platforms that relates to you, to cancel it and/or to correct or update your Personal Information, please email us at support@icb.org.za. Besides, we will always allow you to update your preferences regarding our use of your Personal Information. To protect your privacy and security, we will take reasonable steps to verify your identity before granting access. If you have any additional questions about Personal Information we hold about you, please contact us at support@icb.org.za.

Governing Law

The contents of this Privacy Policy shall be governed by South African law. If any provision of this Privacy Policy is judged to be illegal, void or unenforceable due to applicable law or by order of a court of competent jurisdiction, it shall be deemed deleted. The continuation in full force and effect of the remainder of the provisions will not be prejudiced unless a court of competent jurisdiction determines that the substantive purpose of this Privacy Policy is then frustrated, in which case you may contact us to opt-out of the Privacy Policy.

TERMS AND CONDITIONS OF SALE

Orders

After submitted, may not be cancelled, in whole, or in part, or varied in any manner whatsoever, unless confirmed in writing by the ICB.

Prices

Quoted prices are inclusive of VAT unless otherwise stated.

Payment Methods

The following methods of payment will be accepted:

Credit Card via Secured Website:

You can use our secure online shopping cart to make your purchase and pay with your Visa or Mastercard. Your order will only be dispatched once the funds have cleared into our bank account.

Direct Deposit/EFT:

The ICB accepts payments made directly to our bank account via electronic funds transfer or bank deposit. To use this option, please select Direct Deposit in the checkout process. Please note that our website will show our bank details on the confirmation page. Please use your name or reference number as a reference so we can match the payments on our end for faster shipping. Your order will only be dispatched once the funds have cleared into our bank account.

Delivery

We will deliver your package where applicable to the address stipulated on your application forms. All packages will be sent either via the South African Postal Service or via a designated Courier Service.

The ICB will endeavour to have all orders dispatched within seven working days of your order being placed once payment has cleared into our account. If/when stocks are low, the delivery may be delayed.

Cancellations

Students or providers may cancel membership and Examination entries for examinations. Cancellations done on request by students or providers will not result in a reimbursement of monies paid to the ICB.

The ICB will not be held accountable for decisions made by a student or a provider to cancel an examination. As such, neither the student nor the provider concerned will be entitled to any form of refund.

Refunds

The ICB does not issue refunds of any fees paid.

Assessment Policy

The ICB has a separate Examination Policy that needs to be referenced for the ICB's rules and regulations with regards to entry for Examinations and postponements etcetera.

Costs

Suppose the Buyer is in any way in breach of the agreement and the ICB engages the services of an attorney to collect the whole or portion of the amount owing to it by the Buyer, or to sue for any other damages as a result of a breach by the Buyer. In that case, the Buyer shall be liable to pay all costs occasioned as a result of, including collection charges and costs on an attorney and own client scale.

Limitation of Liability

The ICB, its officers, directors, servants or agents will under no circumstances be liable for any claim for any loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of The ICB.

Force Majeure

If the agreement becomes wholly or partially impossible to perform due to causes beyond the control of the Company, such causes to include, but not be limited to; war, civil insurrection, vis major, Government action and industrial disputes, the ICB shall be permitted to rescind the agreement at its discretion. If deliveries of goods or services shall be delayed as a result of such causes, the ICB shall not be construed as being in breach of the agreement.

Domicilium citandi Et Executandi

The ICB hereby selects as its domicilium citandi et executandi, at which it will accept service of any process or notice:

3rd Floor, Gradu8ed House
Century City Square
Heron Crescent
Century City
Cape Town