

## SECTION 10: TERMS OF REGISTRATION

### IMPORTANT

When you register with us, **you accept these terms** and the fees as revised for each relevant academic year. You **also accept our rules** (including all regulations, policies and codes of conduct), which you can read on the library webpage.

**You may complete this contract in hard copy by printing and signing it or requesting a hard copy to sign from the campus.**

### OR

**You will signify your agreement to these terms and to be bound by them if you click to accept or agree to these terms where the Institute offers an option to do so. You warrant that you are authorised to do so.**

**These terms and our rules form this contract between you and us. This contract is valid for as long as the student studies with us without interruption.** This contract ends if we or you cancel the registration or if you fail to register for any new academic year. You will be required to update your contact details and confirm your academic registration details at the start of each academic year, at which stage your fees for that year will be determined.

You must notify the campus principal or authorised campus person in writing if any of your details change or you are not renewing your registration in any academic year.

**If you do not understand anything, please contact us and ask for us to explain it before you accept this contract.**

Certain **important words or phrases are in bold text**. Some of these could **increase your debt or other legal responsibilities** under this contract, or they could **limit ours**. **You must please read them very carefully.**

Your fundamental consumer rights and remedies are guaranteed by law. This contract does not aim to unlawfully reduce, limit or avoid any rights or obligations under consumer protection or similar laws.

### 10.1. Definitions

In these terms:

- **academic registration means agreement to the courses or modules you will be undertaking this year and the associated fees**
- **academic year** means the annual period of instruction normally running from 1 January until 31 December, or from 1 July until 30 June the following year or any other period as stipulated.
- **account payer** means the natural or juristic person responsible for paying the contract amount or other fees due by the student.

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- **attend** includes taking part in any class or structured academic activity in person on campus or remotely by online means.
- **conditional registration** includes temporary registration of a student who did not meet all the entrance requirements or provide all documents needed by us or any external provider, as long as the student meets stipulated conditions. Conditional registration does not impact on the effect of the contract which is not dependent on the type of registration.
- **contract amount** means the fees and other charges you must pay for the programme for the **relevant academic year**, including tuition fees, and any relevant application fee or deposit.
  - (a) In addition to the contract amount, you may be liable for the costs of extra goods and services such as transport, notes, textbooks, stationery, remarking or supplementary fees.
  - (b) The contract amount will change if you change the mode of delivery or campus on which you are registered.
- **due date** means any date in any academic year by which you must pay any part of the contract amount.
- **external provider** means a separate independent organisation from The Institute that is responsible for providing or awarding any programme or qualification. It may include any external examining body other than The Independent Institute of Education associated with these modules, programmes or qualifications. It may also include any other party offering academic help, products or services to our students by arrangement with us.
- **interruption** of study means not registering to study at the start of a new academic year.
- **method A** means the upfront payment method where the contract amount is paid in full as a single transaction by the specified date.
- **mode of delivery** means the way in which the programme is presented and includes distance or contact and full or part time registration.
- **personal information** means information that can be used alone or linked with other information to identify, find or contact a person. It includes academic and financial information.
- **programme** means any unit of study for which a student registers at XX and includes, but is not limited to, full qualifications, short courses, courses, a year of study, a module or workshop or tuition support.
- **qualification** means a qualification registered on the National Qualifications Framework (NQF) for any South African qualification or duly recognised by South African Qualifications Authority (SAQA) or Universities South Africa (USAf) for equivalency on the NQF.
- **rules** means our regulations, policies, the Student Code of Conduct, Dispute, Grievance and Disciplinary Policy.
- **semester** means an academic cycle including a period of study and summative assessment normally one half of an academic year.
- **semester start** means the date on which a semester is designated as beginning for the programme concerned on the academic planning calendar for that programme.
- **semester end** is the date as defined in the student academic calendar

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- **student** means the person who is registered and studying at XX.
- **transfer** means to move a student's academic record and registration from one campus to another within or between brands of The Institute or to change the mode of delivery of the programme being studied.
- **The Institute** means The Independent Institute of Education (Pty) Ltd.
- **we, our** or **us** refers to The Institute or XX, or both, depending on the circumstances.
- **you, your** or **yours** refers to everyone who is party to this contract (including the student) together and individually depending on the circumstances.

### 10.2. Financial:

- 10.2.1.** Each person accepting this contract or submitting an online contract **promises** and agrees that they are **jointly and severally liable** to pay the contract amount to The Institute in full on these terms. This means that you are legally responsible together and individually for paying the contract amount.
- 10.2.2.** Each person accepting this contract is liable for the contract amount including under any circumstances in which a signed undertaking by a third party such as a company or any other sponsor has been provided in the required format but not honoured by such a third party.
- 10.2.3.** If we do not receive the full contract amount for the upfront payment (Method A) by the due date, we may change the payment method and you must pay based on the new payment method we will give you.
- 10.2.4.** The contract amount **must still be paid in full** irrespective of student attendance at any class or engagement with any academic activity or online content. It will not be adjusted, reduced or refunded.
- 10.2.5.** You must complete a "request to transfer" application in the required format (available from the campus or programme administrator) and submit to the person authorised by The Institute if the student wants to be transferred to another campus of The Institute or to change the mode of delivery for instance from distance to contact or full time to part time. The student can only be registered at the other campus or in the other mode if their account is up to date at the original campus or in the other mode.
- 10.2.6.** The contract amount may change as a result of any change to campus or mode of delivery and the student may be bound by the original contract amount for the remainder of the specific year of study in which the change was effected. An administrative fee may be charged to effect the transfer.
- 10.2.7.** You must follow the stipulated process if the student wants to make any changes to their registration for any programme or part of any programme.
- 10.2.8.** We may cancel this contract and refund you any part of the contract amount already paid, excluding any registration or application fee, and you do not have to pay the rest. We may do this if:
  - (a) the student does not meet the entrance requirements, proof of which will be required;
  - (b) too few students are enrolled to justify running the programme; or

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- (c) a conditionally registered student has taken all reasonable steps to comply with the conditions, but has still not met them by the specified date.
- 10.2.9.** Any refund in terms of 10.2.8 will **exclude** an amount for any programme already commenced where the student has already logged on to the relevant learning system attended and/or paid as a registration or application fee and/or any academic material already supplied,
- 10.2.10.** This contract is **cancelled** if we or any external provider **expels** the student following the proper disciplinary process. We **will not refund** any fees, and **you remain responsible** for paying the balance of the contract amount in the relevant academic year.
- 10.2.11.** We **will not adjust or refund fees** if a student is suspended from attending or participating in any programme for any reason, but is not expelled following the disciplinary process (where relevant). You **must still pay** the full contract amount.
- 10.2.12.** The due dates for payment of fees is as stipulated on the fee schedule annually or on acceptance of this contract for the initial academic year or upon acceptance of the academic registration form in second or subsequent years of study as may be the case.
- 10.2.13.** When this contract ends the terms which protect our rights will still be effective.
- 10.2.14.** You must send and we should receive a signed letter to the person authorised by The Institute if you intend to cancel your registration in terms of this contract. The Institute may retain the following amounts as a **reasonable cancellation fee** to cover its administrative and other costs:

<b>if you cancel:</b>	<b>the amount below must be paid and will not be refunded:</b>
before the stipulated start date of the programme	15% of payment in terms of Method A, (upfront payment in full) irrespective of the payment arrangements you have made, plus the full cost of any academic material already supplied;
within the first semester as defined by the academic calendar for the programme for which you are registered	50% of the contract amount, plus the full cost of any academic material already supplied;
any time after the end of the first semester	100% of the contract amount, plus the full cost of any academic material already supplied.

- 10.2.15.** If the payment of any contract amount is late, **we may exclude the student** from campus, any programme and graduation and **keep back any results** until the amount has been paid, without prejudice to our other rights. The student must still complete and submit any assignments and assessments set during this time. You must **still pay the full contract amount** even if we exclude the student or hold back results.

- 10.2.16.** You remain responsible for any expenses we have to pay if you breach this contract. Our expenses may include legal fees, tracing and collection costs.
- 10.2.17.** If any payment is more than 30 calendar days late, you must immediately pay the entire unpaid balance of the contract amount. We will charge interest on the outstanding amount at the highest rate allowed under the National Credit Act, 34 of 2005 as amended from time to time.
- 10.2.18.** An account statement or a letter signed by an authorised representative of The Institute stating the amount you owe at any time is good enough provisional (*prima facie*) proof of your debt for all purposes.
- 10.2.19.** You must write to the person authorised by The Institute as soon as you change address or other contact details.

### **10.3. Security Obligations**

- 10.3.1.** You will not disclose any personal details and/or access details in relation to your applicant ID which has been issued to you or your online registration to any unauthorised third party or record such details in any way that may result in them becoming known to a third party. If you do not keep your personal details/access details safe, you give up any claim you may have against us for any loss or damage you may suffer because you have not kept them safe.
- 10.3.2.** After your access details/applicant ID have been entered, we will assume that any activity in relation to your online registration is yours and any instruction is genuine. Even if someone else uses your access details, we may carry out an instruction as if you authorised it.
- 10.3.3.** We confirm that we have reasonable security safeguards in place to protect your access details and other personal or confidential information provided by you via the online registration process. However, you accept that, while we will take all reasonable steps to prevent security breaches in respect of online registrations, any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception or access by a third party, for which we will not be responsible.

### **10.4. Important indemnity:**

- 10.4.1.** We and our agents will accept responsibility for any loss or damage suffered by the student only if such damage or loss is caused by us or our agents on purpose or by gross negligence.
- 10.4.2.** You indemnify (cover) us against any claim, loss, damage, injury or death that results from any negligence or deliberate act or omission (failure to act) by the student, on or off campus.
- 10.4.3.** The student takes part in all activities at own risk, and you:
- (a) give permission for the student to take part in XX's activities on or off campus, including games, sport, cultural, educational or social activities, tours, outings or any similar activity;
  - (b) understand that the activities carry some risk of injury and are not necessarily supported by us or subject to our supervision or control;
  - (c) indemnify us (including our associated companies, employees, subcontractors and representatives) against any claim linked to any

- loss, damage or injury to the student or their property in the course of these activities, unless caused by our gross negligence; and
- (d) **give permission** for any of our employees or representatives to attend to any injury the student suffers while taking part in any activity, and **to consent to any medical treatment** with the same authority as a parent (*in loco parentis*) where they cannot contact the student's parent or guardian **in a medical emergency**; and
  - (e) **agree to pay any medical or related costs incurred by The Institute for treating the student.**

**10.5. General:**

- 10.5.1.** You warrant and promise that all your information in the application and registration form and this contract is true and correct.
- 10.5.2.** The person accepting these terms warrants and promises that he/she has full contractual capacity.
- 10.5.3.** In addition to the acceptance of these terms and conditions as part of this registration process by the account payer or the student, the student will be required to indicate acceptance of these terms by accepting them on the student portal the first time they access said portal and will be bound accordingly.
- 10.5.4.** We may cancel or change any certification, programme syllabus, start or end date or timetable, without notice, to allow for changing circumstances in a reasonable way.
- 10.5.5.** We may combine classes of similar academic level and content or cancel any programme or module offered, if there is not enough demand, as long as the contract amount is adjusted accordingly.
- 10.5.6.** The student **must make sure he/she** is registered for all the **right subjects**, modules, programmes and qualifications.
- 10.5.7.** The student **must make sure** he/she **understands all registration requirements**, the prospectus, and all **rules** for selecting any subject and about the longest time allowed to finish their chosen programme as they may apply.
- 10.5.8.** You **warrant and promise** that you have properly checked the relevant qualification, programme, subjects and modules before accepting this contract. You **release us from responsibility** for any loss or debt resulting from any incorrect registration or assessment, for any reason.
- 10.5.9.** The student must get the South African Qualification Authority or Universities South Africa or both to certify any international qualification as required, at the student's own cost.
- 10.5.10.** You hereby acknowledge that you know which bodies run, accredit and award the student's study programme or qualification and understand how to register.
- 10.5.11.** You **must register with any relevant external provider** for the student's study programme or qualification and comply with their relevant requirements, policies and procedures, including paying the contract amount.
- 10.5.12.** Our rules are available on the library website and student portal. We give students access to the rules within five working days of the stipulated starting



date of a programme. Students have **10 days to read and understand the rules** and how they apply to their programme. After this **we may assume you have read, understood and promised to follow all the rules from your date of acceptance of this contract.**

- 10.5.13.** We may change rules or introduce new rules about academic matters, student conduct and other issues at any time and the changes will be published on the student portal. The student must follow these new or changed rules.
- 10.5.14.** You hereby **give us permission** to send you information about academic or financial matters, lecture times, campus activities and any similar information using electronic communication, including text messages and email.
- 10.5.15.** We may also send marketing material to you by electronic communication and you may opt out of receiving further such marketing material by opting out through the appropriate function on the first marketing communication received by this means.
- 10.5.16.** We take academic integrity very seriously. We will take disciplinary action against any student we believe is involved in cheating, plagiarism or any other breach of academic integrity. **If the student is suspended or expelled, you are still responsible for paying the full contract amount.**
- 10.5.17.** We will do our best as soon as practically possible to resume any programme which is stopped because of any circumstances beyond our reasonable control. These include electricity load shedding, extreme weather, natural disasters, war, revolution, industrial or student unrest and similar events.
- 10.5.18.** This contract **may only be changed or cancelled if it is done in writing and accepted by or on behalf of all parties.** No specific or implied waiver of our rights is valid unless in writing and signed by all parties. But we may regard any changes to our rules as valid and effective **five working days** after publishing the changes on the student portal.
- 10.5.19.** You (including the student) hereby acknowledge that **we collect personal information** such as academic results. **You give us permission to collect your personal information** and to exchange, check or confirm it with our external providers in connection with this contract and the student's studies.
- 10.5.20.** We allow students to use our information systems and networks for their studies and communicating with other students and lecturers. But **we may check any information students create, store, send or receive using our systems** and networks. This means that we may monitor, intercept, record or inspect all communications or data, but are not obliged to do so. The student **agrees to this condition.**
- 10.5.21.** **When you accept this contract you also agree that the student has ceded and assigned (transfer) to The Institute any rights to and ownership in any intellectual property the student creates** in the course of any academic study, research or project with us or in using our equipment or facilities unless explicitly agreed to in writing in advance. If this cession is held to be inadequate then **you/the student agree** to sign a deed of assignment of intellectual property with The Insititute.
- 10.5.22.** You also **allow us to use any of the student's work** (including work entered into any competition by us) **for our marketing and promotion.**

- 10.5.23.** You also **unconditionally consent to us using any image of the student** in any of our material, including social media.
- 10.5.24.** **We may report** anything to do with the student's progress, conduct, breach of any rules, wellbeing or health to their parent, guardian or account payer, or any relevant authority, and you have given us permission to provide such reports by accepting this contract. This **may include personal information**.
- 10.5.25.** International students who are not permanent residents of South Africa **must get a relevant visa for study** valid for the full study period from the South African Department of Home Affairs **at their own cost**. The visa must be in favour of The Independent Institute of Education (Pty) Ltd. If the authorities grant any visa, asylum, refugee or similar status for study purposes, and later withdraw or do not renew it, this contract is automatically cancelled. Application and other **fees will not be refunded**. This means **you remain responsible for the full balance of the contract amount**. We will consider a refund if you send us proof that a study visa has been denied or an asylum seeker visa has not been renewed.
- 10.5.26.** International students who are enrolled for distance learning are responsible for procuring the necessary visa for entry into South Africa as may be required for the programme.
- 10.5.27.** **We do not make any guarantee**, promise or representation about the student's success, failure or performance in any student's chosen study programme.
- 10.5.28.** The contract is binding once accepted. Academic registration is conditional on submission of all documents needed to complete our registration process, and that we accept the documents. If any of these are not supplied, the student **will not be able to graduate**. The student must make sure we have certified copies of the documents, and must resubmit them if necessary. All documents submitted must be valid and we will take appropriate action if any fraudulent documents are submitted.
- 10.5.29.** This contract shall be interpreted in accordance with the law of the Republic of South Africa.
- 10.5.30.** The parties consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of any legal action which either party may institute against the other arising from this contract.
- 10.5.31.** The parties choose their street addresses below for service and delivery of legal notices and communications (*domicilium citandi et executandi*) in connection with this contract:
- **Every person accepting these terms including the student: Your address in Sections X and Y of this contract;**
  - **The Institute: ADvTECH House, Inanda Greens Office Park, 54 Wierda Road West, Wierda Valley, Sandton, 2196 (marked for the attention of the Director of The Institute).**

**The person accepting this contract warrants and promises that they have read this contract and understood it, and that they have the authority to accept and be contractually bound by the terms of this contract. The person accepting this contract is aware that the student will also be required to accept these terms the first time they log in to the student portal.**



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**By clicking "I accept" you: (i) represent and warrant that you have read and understood these Terms of Registration and; (ii) signify your agreement with these Terms of Registration and to be bound by them and (iii) signify that the student is aware of the binding nature of these terms to which the student will need to signify agreement by accepting them on the student portal.**