

STUDENT ENROLMENT AGREEMENT

Terms and Conditions

1. Introduction

1.1 The Student applies to enrol at the Thinktank FET College for the ----- (**Course & Level**) in this term _____ of the year _____ and has complied with the enrolment procedure.

1.2 The College accepts the student's enrolment subject to compliance with this agreement.

2. Status of Agreement and Parties

2.1 This agreement is not transferable to any third party, and together with the registration application and declaration, prospectus, student information guide and the College regulations, it constitutes the entire agreement between the Thinktank FET College and the student (reflected in application form), the student's guardian where applicable (reflected in application form) and the person responsible for payment of fees where applicable (reflected in application form). No amendment or alteration to this agreement shall be of any force or effect unless reduced to writing and signed by all the parties thereto.

2.2 The signatories hereto agree to bind themselves in their personal capacities, jointly and severally, as surety and co-principal debtor (s) in solidum in respect of the full amount due and payable in terms of this agreement, and further agree that the terms hereof shall apply mutatis mutandis to each.

3. Payment of Fees

3.1 The student and/or other signatories hereto hereby agree that the fees and charges reflected in this agreement are fully due and payable, and under take to make the payment(s) reflected herein as and when they become due.

3.2 The deposit paid is a non-refundable deposit.

3.3 The payment obligation of the student and/or signatories hereto in respect of the fees and charges is unconditional and liability for such payment shall in no way be affected or in any way be reduced by:

3.3.1 The student's non-attendance of any classes, including without limitation any to lectures, practical sessions and/or any other instruction sessions under the course or any of its components;

3.3.2 The student's failure to pass the course or any of its components;

3.3.3 The student's failure to complete the course;

3.3.4 The student's election to discontinue the course, for any reason whatsoever;

3.4 In the event of non-payment of any amount which is due and payable under this agreements, the College shall be entitled and is herewith authorised to withhold the student's academic results, deny and/or restrict his/her access to the College's facilities, repossess any learning materials which are the property of the College and/or withhold, deny or repossess any other privileges which the student may have as a result of being a registered student of the College until such payment has been received by the College.

3.5 Where any payments are outstanding, the College shall have the right to charge interest at a rate of 1% (one percent) above the prime overdraft rate as announced by Nedbank Bank Limited from time to time, calculated on the due amount from the date on which payment is due until the date of actual payment being received.

3.6 In exercising this right the College will in no way be prejudiced from exercising any other of its legal rights, including without limitation, its right to claim damages.

3.7 Any legal or collection charges incurred by the College in recovering any amounts owed by the student or other signatories in terms hereof shall be borne by such signatory or signatories, including legal fees on the attorney-client scale.

3.8 Electronic statements shall be deemed to be the originals.

4. Student obligations

4.1 The student agrees to be bound by the rules and regulations of the College, as well as any instruction or guideline that may be introduced by the College or any of its authorised employees or representatives to be communicated to students and/or published from time to time.

4.2 The student expressly agrees to follow the course curriculum and assessment schedules set by the College. Furthermore, the student acknowledges that misconduct or non-compliance with the rules and regulations may lead to disciplinary proceedings being instituted against him/her, and agrees to be bound by the procedure and outcome of such proceedings.

4.3 The student warrants:

4.3.1 The student shall comply with the Student Rules of Conduct as amended from time to time and any other rules and regulations pertaining to the College.

4.3.2 The student shall comply with all legislation and laws in force pertaining to the College, the premises and the services offered by the College.

4.4 The student acknowledges that he/she is aware that he/she has to satisfy the requirements of due performance as laid down by the College and the relevant conferring body or institute as the case may be.

4.5 The student agrees that the College may communicate directly with the conferring body/institute on student's behalf and that, as such, all correspondence from the institute/ conferring body to the student may be sent directly to the College.

4.6 The student shall respect the confidentiality of the College's intellectual property and its intellectual property rights and shall not attempt to access or alienate any records or materials used in the College's business. Such records and materials shall include course materials, e-mails, faxes, transcripts, diskettes, storage devices, computer tapes, course projects, student handouts, practical assignments and any other representation of the College's courses and activities, of which the copyright all vests in the College or its licensors (" College material:").

5. Use of College's property

5.1 Both the College and the student are responsible for complying with their respective obligations under applicable privacy and protection of personal information laws governing the personal data of each.

5.2 The College may, during the duration of the course for which the student has enrolled, provide the student with College material. All right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to any such material shall vest in the College.

5.3 The College grants students a non-exclusive and non-alienable licence to use the College material in accordance with the terms set out hereunder:

5.3.1 Student acknowledges that he/she will only use the College material for academic purposes as required by the course for which he/she has enrolled, and further acknowledges that he/she obtains no rights of ownership of the College material.

5.3.2 Student shall not except to the extent as may be permitted by law, modify, translate or create derivative works based on the College material, nor reverse assemble, decompile or reverse engineer the College material, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the College material or any files contained in or generated by the College material, not shall it permit, whether directly or indirectly, any third party to do so; and

5.3.3 Student shall not merge or combine the whole or any part of the College material; lend or transfer any part of the College material to any third party; sub-licence or otherwise transfer the use of the College material, whether in whole or in part, to any third party; or remove any proprietary notices or labels on or within the College material.

5.4 Student acknowledges that he/she will at all times comply with the rules and policies of the College for the use of its facilities. The College reserves the right to monitor the use thereof, and to suspend or terminate the provision of or access to such facilities.

6. College rights and obligations

6.1 The College reserves the right to cancel scheduled courses due to insufficient demand or any other reason. Should such cancellation take place at the behest of the College, then any tuition fees paid in respect of such cancelled course(s) shall be refunded within a reasonable time into the same account from which payment was made, or into an account designated in writing by the person who made the payment. No interest shall be payable in respect of such repayments.

6.2 The College shall be entitled, at its discretion to re-schedule lectures, combine classes, split the delivery of tuition or re-arrange timetables as it deems fit. In this regard, daytime students undertake to be available for lectures at any time between 07h30 and 16h00 on weekdays, and students attending evening classes undertake to be available at any time between 17h30 and 19h30 on weeknights.

6.3 It shall be within the College's sole discretion to cancel lectures, practical sessions or any other component of the course due to force majeure or any other reason. In such cases, while the College shall make every reasonable effort to ensure that the course curriculum is covered, no warranty is made in respect of the exact number of hours to be made up

7. Indemnity

The student hereby indemnifies the College and holds it (and its directors, employees and clients) harmless and free from liability to the maximum extent permitted by law in respect of any claim for direct or consequential loss, damage, death, injury or any other cause, suffered as a direct or indirect result of the student's enrolment, studies or use of the College's facilities. All studies and use of College facilities is at the student's own risk, and it is specifically recorded that the parties do not foresee that the student can suffer any special or consequential damages or loss of profits due to any act or omission by the College in connection with his/her studies.

8. Term

This agreement shall commence on the manual / electronic signature date by the student and shall continue until student completes his/her tuition or terminates his/her tuition in writing and in both instances pays all tuition fees due and payable.

9. General

9.1 Notices and domicile: All notices, authorisations, and requests given or made in connection with this agreement must be sent either by e-mail, post, express courier, or facsimile to the address indicated on the student enrolment form. Notices will be deemed delivered on the date shown on the postal return receipt of the courier, e-mail, sms, or facsimile confirmation of delivery. The parties choose the addresses indicated on the student enrolment form as the addresses at which documents in legal proceedings in connection with this agreement may be server on them.

9.2 Representations: The student and other signatories acknowledge that no representations were made by the College in regard to the services rendered, or any of their qualities, leading up to agreement contract, and the student further acknowledges that neither the College, nor any of its employees, members, partners, affiliates, shareholder or office-bearers, will be liable for any reliance placed by the student on any statement.

9.3 Assignment: No party may assign this agreement, or any rights, or obligations hereunder, except with the express written consent of the College.

9.4 Law: This agreement shall be governed and construed under the laws of the Republic of South Africa. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the prevailing party shall be entitled to recover its reasonable legal fees on an attorney and own client basis.

9.5 Jurisdiction and venue: Student consent to exclusive jurisdiction and venue in the courts of the Republic of South Africa sitting anywhere the College has the campus.

9.6 Entire Agreement: This agreement constitutes the parties' entire agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. The parties may amend this agreement only in writing and signed by both parties.

9.8 Waiver: No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

9.9 Counterparts: This agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of e-mail, facsimiles or postal of signature page (and the parties will follow such delivery by prompt delivery of originals of such pages).

Thus Done and Signed on -----at -----

Student/Guardian Signature _____ Date _____

Witnesses: 1. ----- 2. -----

Thus Done and Signed on -----at -----

Staff Member Names & Signature _____ Date _____

Witnesses: 1. ----- 2. -----