

TERMS AND CONDITIONS**

1. Definitions

- Some of the words in this agreement are printed in **red** in order to indicate that they have a special meaning for the purpose of this agreement.
- 1.1 'Agreement' means the registration form and these terms and conditions;
- 1.2 'Registration' means the student that has been approved has received a student number from Damelin Correspondence College via sms;
- 1.3 'Debt' means all debts incurred by the student whose particulars appear on the registration form, including, but not limited to, outstanding study fees;
- 1.4 'Fees' mean all fees charged by Damelin Correspondence College for your studies, including, but not limited to, study and administration fees;
- 1.5 Material/study materials means all study materials supplied by Damelin Correspondence College including all supplied under and/or in any electronic format;
- 1.6 'Third party' refers to the business or individual whose details appear under Section 6 of the registration form;
- 1.7 'We', 'us' and 'our' refers to Damelin Correspondence College; and
- 1.8 'You' and 'your' refers to the student whose particulars appear on the registration form.
- ### 2. Our services to you
- 2.1 We will dispatch your first consignment of course material within 21 working days of the date of acceptance of your registration. An SMS will be sent to the student on acceptance of registration.
- 2.2 The core functions of Damelin Correspondence College are to provide training/tuition, assessment; and award the student a relevant qualification/result upon successful completion of the course or subject, whichever is applicable.
- 2.3 The rules and regulations are published in the Damelin Correspondence College Orientation Guide, and apply to all students registered at Damelin Correspondence College. You will receive your Damelin Correspondence College Orientation Guide in this first consignment of study material. It is important that you read, know, and understand the rules and regulations contained in the Damelin Correspondence College Orientation Guide, and by your signature hereto you undertake to do so.
- 2.4 Your Damelin Correspondence.me email account shall be used for all official correspondence between the College and yourself.
- 2.5 A student shall not, by reason of his/her failure to submit assignments, or to write exams, be entitled to a reduction in fees, nor will it absolve the student from full liability for the payment of the full fees and charges.
- 2.6 Damelin Correspondence College reserves the right to discontinue services to a student as often as deemed necessary and in its sole discretion.
- 2.7 The right to tuition and/or writing of exams is not transferable. Accordingly, the student shall attend and complete all assignments by him/her. The student shall be the only person entitled to write examinations in respect of the examinable subjects forming part of the course registered for.
- 2.8 Students shall only be permitted to write exams upon proof of payment of fees and exam fees. Under no circumstances will any student be permitted access to their exam/s results until such time that all outstanding fees and other due amounts under this contract are paid in full.
- 2.9 For examinable courses (other than Computer Studies), we undertake to update study material for two consecutive exam sittings counting from the date of issue of the study material, provided that you are within the contract period.
- 2.10 The student accepts that Damelin Correspondence College shall have the right to vary and update course and/or subject syllabi at any time, without prior notification and without furnishing reasons therefore.
- 2.11 The student is responsible for ensuring that he/she has been properly registered with any relevant external institution or examining body, where applicable, and that he/she has been registered for examinations with such institute or body, and has obtained the relevant exam number.
- 2.12 The student accepts, as stipulated in the Damelin Correspondence College assessment policy that he/she is required to fulfil certain academic requirements.
- 2.13 The student must supply Damelin Correspondence College with an address for the delivery of study material between (08h00-17h00) on weekdays.
- 2.14 Damelin Correspondence College will not be responsible if material is returned due to the material not being able to be delivered at the said address.

3. Your responsibilities

- ### 3.1 General
- 3.1.1 You must pay postage on everything sent by you to us;
- 3.1.2 You must pay for the replacement of study materials supplied to you by us;
- 3.1.3 Study material supplied to you may not be passed/given/lent to anyone else and may not be accessed by anyone other than you. You may not allow anyone to copy such material nor may you supply copy of such material to any other person.
- 3.1.4 If necessary, an extension may be granted for the study period, provided that we are notified promptly when you are prevented from studying due to illness or reasons beyond your control.
- 3.1.5 On enrolment with Damelin Correspondence College, you will receive a Damelin Correspondence email address. All official communication from Damelin Correspondence College will be sent to this email address only. You will receive activation instructions for your Damelin Correspondence email address with your enrolment pack. Please ensure that you activate your Damelin Correspondence.me email address as soon as possible, and that you regularly check this email address for communication from us, such as statements and exam confirmation. Damelin Correspondence College shall not be responsible should a student fail to do so.
- ### 3.2 Payment of your fees
- 3.2.1 If you are over 18 and will be paying the fees yourself, then you hereby declare that you:
- (a) Are legally bound to this contract;
- (b) Are responsible for the repayment of the entire debt; and
- (c) Accept all the Terms and Conditions of the agreement
- (d) Have the consent of your spouse, if applicable
- 3.2.2 If you are under 18, then your parent, guardian or custodian:
- (a) Must sign acceptance of all the Terms and Conditions of this agreement on each page
- (b) Hereby accepts responsibility for the repayment of the entire debt; and
- (c) The student/payer renounce the benefits of the legal exceptions "non numerati pecunia", "non causa debiti", "error calculi", "revision of accounts" and "no value received" and declares himself to be fully acquainted with the full meaning of each of them.
- 3.2.3 If a third party will be paying the fees for you, then:
- (a) If the third party is a business, then the person signing on behalf of the business hereby:
- Warrants he/she has authority to bind the company to these terms and conditions;
 - Takes full responsibility for the repayment of the entire debt and accepts all the Terms and Conditions of the entire agreement in his personal capacity;
 - The student/payer renounce the benefits of the legal exceptions "non numerati pecunia", "non causa debiti", "error calculi", "revision of accounts" and "no value received" and declares himself/herself to be fully acquainted with the full meaning of each of them.
- (b) If the third party is an individual, then the individual:
- Must sign acceptance of all the Terms and Conditions of this agreement;
 - Hereby accepts responsibility for the repayment of the entire debt; and
 - Expressly waives the rights of exclusion and division, and
 - Confirms consent of spouse
- 3.2.4 The price payable will be by the method you have indicated on your registration form.
- 3.2.5 All payments due in terms of this agreement must be paid on or before the due date for payment or any such other date as may be suitable.
- 3.2.6 We are entitled to levy an administration charge, which you agree to pay, if any debit order or other form of payment is returned unpaid or if your credit card payment is rejected for whatever reason.
- 3.2.7 The student/payee acknowledges that the onus is upon themselves to ensure that the monthly payments are made.
- 3.2.8 Damelin Correspondence College reserves the right to change the debit order date to accommodate Public Holidays, weekends, etc.
- ### 3.3 What happens if you don't pay us on time?*
- Please note that the following points apply to both the student and the payer of the account.**
- 3.3.1 If you breach any of the terms of this agreement by failing to pay any instalment within 14 (fourteen) calendar days after its due date, then we shall:
- a) Charge interest on the overdue amount at the interest rate calculated from the due date of payment to the date of actual payment at Prime plus 5% (five percent) as quoted by FNB; and/or
- b) Inform the respective credit bureaus of your payment default to which you consent; and/or
- c) Send you a Section 129 (of the National Credit Act 2005) demand by registered post or email giving you 10 (ten) business days to pay the debt.
- 3.3.2 Should a student/account payer fail to make two consecutive payments then the student hereby

agrees and acknowledges that he/she will be barred from receiving any further study material, tuition, and submitting assignments.

- 3.3.3 In terms of the demand made you may refer the debt to a debt counsellor, alternative dispute resolution agent, consumer court or ombudsman with jurisdiction, with the intent that you and us resolve any dispute regarding the debt, or develop and agree on a plan to bring the debt repayments.
- 3.3.4 If 10 (ten) days have elapsed since we delivered the Section 129 notice to you and there has been no response to that notice, or if you have responded to the notice by rejecting our proposals, then we shall be entitled to proceed against you for the recovery of the debt without further notice.
- 3.3.5 You shall be responsible for the cost of all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses, on an attorney own client scale including collection commission at 10% (ten percent) per instalment irrespective of the maximum laid down, incurred as a result of any breach of this agreement.
- 3.3.6 Charges/Bank fees will be recovered from the Payer/student if a debit order is rejected, in addition to other charges.
- ## 4. Your personal information
- 4.1 You warrant that the information disclosed in this agreement is true and correct in every respect and it shall be a material breach of this agreement if such information or part thereof is found to be fraudulent, untrue or incorrect. (Please note that this applies to both the student and the payer of the account.)
- 4.2 You undertake to notify us in writing of any material changes to your contact details, including, but not limited to your business, postal or residential addresses, home, work or cell phone numbers, banking details and email addresses, within 7 (seven) days of such change. (Please note that this applies to both the student and the person responsible for payment.)
- 4.3 **Please note:** You consent to us obtaining credit bureau enquiries from time to time through any credit bureau or similar institution in order to ascertain your personal circumstances, credit history and credit worthiness and to supply details of your defaults.
- 4.4 You consent to us obtaining, using and disclosing your personal information, when necessary, as follows:
- (a) To provide the materials to you and otherwise perform our obligations and enforce our rights under this Agreement;
- (b) To use your information to inform you of our other courses, products or services that may be of interest to you;
- (c) To share your information with companies in our group, (associated companies and third parties) to enable them to inform you of other products or services that may be of interest to you; and
- (d) To give to attorneys and debt collection agencies, if you are in breach of this agreement.
- ## 5. Your rights to debt review*
- 5.1 In terms of the National Credit Act (section 86(1)), you may apply to a debt counsellor in the prescribed manner and form in order to have you declared over-indebted.
- 5.2 However, section 86(2) specifically provides that if we have proceeded to take section (129) steps against you, then you may not make use of debt review.
- ## 6. Your rights to settle debts*
- 6.1 You are entitled to settle your debts any time, with or without advance notice to us.
- 6.2 The amount required to settle a debt is the total of the unpaid balance of the principle debt at that time and the unpaid interest charges and all other fees and charges payable by you to us up to the settlement date.
- ## 7. Limitation of our liability
- We will not be liable in any way whatsoever, for damages, injury, death, liability or losses (whether direct, indirect or consequential) suffered by you, the third party, your parent/guardian or custodian, resulting from the use of the material, and/or premises, arising from this agreement.
- ## 8. General
- 8.1 Course fees exclude:
- (a) Registration fees for Institutes and other external bodies;
- (b) Exam fees;
- (c) Cancellation fees and
- (d) External exams fees
- 8.2 Certificates/Diplomas will only be issued once your account has been settled in full and all applicable exams and tests have been completed and you are declared competent.
- 8.3 We do not accept responsibility for your eligibility or entry and/or registration for public examinations.
- 8.4 Results will only be issued to the registered student, and/or parent/guardian.
- 8.5 We do not accept responsibility for your eligibility or entry and/or registration for any relevant external Institution or Examining Body.
- 8.6 You and the account payer/parent/guardian choose the address as disclosed in section 3 of this agreement as your domicilium citandi et executandi for all purposes arising from this agreement.
- 8.7 No relaxation or indulgence, which we may extend to you, shall affect our rights under this agreement. (Please note that this applies to both the student and the person responsible for payment.)
- 8.8 All liabilities or obligations under this agreement shall be enforceable against you after termination of this agreement. All relevant clauses survive the omission of this agreement.
- 8.9 This agreement constitutes the whole agreement between you and us and no variation, deletion, or addition will be valid, unless it is in writing and signed or published by us, as is appropriate. (Please note that this applies to both the student and the person responsible for payment.) Electronic communication such as email and the like, shall not constitute written notice or be a variation of the terms and condition of this agreement, no matter the wording contained therein and only a written agreement signed by both parties in handwriting shall be capable of varying the terms contained herein.
- 8.10 You consent to the jurisdiction of any Magistrate's Court having jurisdiction, regarding any legal action issued by us against you arising from this agreement, and you also consent to us issuing proceedings out of the High Court, if we choose to do so. (Please note that this applies to both the student and the person responsible for payment.)
- 8.11 You reserve the right to cancel agreement subject to any cancellation fee in writing within 5 (five) days from date of registration as per the CPA (Consumer Protection Act), whereafter this agreement shall not be cancelled without our consent. A reasonable cancellation fee will be payable on cancellation, if granted, taking various factors into account, such as study material, postage/courier costs incurred, fixed costs, administration costs, lecturing costs etc. Refunds amounting as a result of cancellation, if granted, will be determined by the Cancellation Committee.
- 8.12 All refunds that may be due in terms hereof shall only be payable after a period of 90 (ninety) days after the said refund has been approved by the refunds committee. No refund shall be payable unless the approval of the refunds committee is obtained, and all their requirements are met/satisfied. A deregistration form needs to be completed to process any cancellation.
- 8.13 A minimum non-refundable administration cost of R1000 per student will be charged against any cancellation for any reason whatsoever which cost shall be payable by the student/account payer and shall be deducted from any cancellation fees charged overall to cancel this contract.
- 8.14 This agreement is subject to acceptance by us, which will be communicated in writing to you. Damelin Correspondence College reserves the right to enrol students upon the student meeting all academic and financial requirements.
- 8.15 The student hereby acknowledges that he/she is obliged to make himself/herself aware of the rules and regulations of this institution and undertakes to abide by the rules and regulations contained in the prospectus and student orientation guide or any directive issued by this institution, as well as all the terms contained in the Damelin Correspondence website at www.dcc.edu.za.
- 8.16 Damelin Correspondence College shall accept that all rules and regulations have been read, and fully understood by each student. The rules and regulations published in the Damelin Correspondence College Orientation Guide are subject to change if such changes are academically warranted. Damelin Correspondence College undertakes to update the student in the event changes are made to the rules and regulations.
- 8.17 Damelin Correspondence College does not guarantee employment. For more information and to view the Damelin Correspondence College Student Prospectus and refer to www.dcc.edu.za

* Please note that 'you', 'your', in these clauses or sentences refer to the person responsible for payment, being the student (if over the age of 18 years), or his/her parent, guardian or custodian (if the student is under 18 years), or the third party whose particulars appear under section 6 of the registration form.

** For the full Terms and Conditions of this agreement please visit www.dcc.edu.za. The student/consumer confirms that he/she has made themselves fully aware of the Terms and Conditions contained on such website.