

Enrolment Form

Date	Y	Y	Y	Y	M	M	D	D
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COMMENCEMENT DATE FOR PROGRAMME SELECTED	Y	Y	Y	Y	M	M	D	D
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CAMPUS NAME: _____

STUDENT ADVISOR: _____

PROGRAMME: _____

STUDENT NO.:

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ICAS ACCOUNT NO.:

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FULL TIME	<input type="checkbox"/>	1st YEAR	<input type="checkbox"/>	2nd YEAR	<input type="checkbox"/>	3rd YEAR	<input type="checkbox"/>
PART TIME	<input type="checkbox"/>						

Section 1: TO BE COMPLETED BY STUDENT/APPLICANT

Title	Mr	Mrs	Ms	Prof	Dr	Other		
Surname								
First Name					Initials			
Maiden Name	Nee			Preferred Name				
ID No.								
Gender	Male	Female	Home Language					
Date of Birth	Y	Y	Y	Y	M	M	D	D
Marital Status	Single	Married	Divorced	Widow/er				
South African Citizen?	Yes	No	Please attach proof of ID/Passport			Yes	No	
Race	Asian	Black	Coloured	Indian	White			
Foreign Learner/Applicant: Please complete, it is required by the Department of Home Affairs for permit purposes								
Passport No.								
If not an SA Citizen								
Date Arrived in SA	Y	Y	Y	Y	M	M	D	D
Nationality				Domicile				
Student Permit No.								
Please attach proof of study/work permit								
RESIDENTIAL ADDRESS OF STUDENT (CHOSEN DOMICILIUM)								
Address Line 1								
Address Line 2								
Suburb								
City						Code		
Country								
Student Tel No.	+ 2	7						
Student Cell No.	+ 2	7						
Email Address								
POSTAL ADDRESS OF STUDENT								
PO Box								
Suburb								
City						Code		
SECONDARY EDUCATION								
School Matriculated								
Year Achieved	Y	Y	Y	Y	Matriculation Exam Board			
Matriculation Status	Bachelors	Diploma	Higher Certificate					
	Full Exemption	Without Exemption	Conditional					
Matriculation Certificate No.								
NEXT OF KIN (not living with you)								
Surname								
Name				Relationship				
Telephone No.	+ 2	7						
Where did you hear about UNi4 Institute?								
Word of Mouth	Radio	Newspaper	Magazines	TV	Online	Schools	Other	
Specify								
Date Signed								

Section 2: TO BE COMPLETED BY PARENT/SPONSOR/GUARANTOR

Title	Mr	Mrs	Ms	Prof	Dr	Other
Surname						
First Name					Initials	
Maiden Name	Nee			Preferred Name		
ID No.						
RESIDENTIAL ADDRESS OF PARENT (CHOSEN DOMICILIUM)						
Address Line 1						
Address Line 2						
Suburb						
City					Code	
Home Telephone No.						
Work Telephone No.						
Work Department						
Work Extension						
Cell Phone No.						
Fax No.						
Email Address						
RESIDENTIAL POSTAL ADDRESS (if differs from above) WORK POSTAL ADDRESS						
PO Box				PO Box		
Suburb				Suburb		
City			Code	City		
City				Code		
THIRD PARTY CONTACT DETAILS FOR PARENT/SPONSOR/GUARANTOR						
Contact information of family member/friend who is not living with you:						
Name:						
Tel:						
Primary Cell:						
Physical Address:						
Postal Address:						
Email Address:						

COMPANY DETAILS (when student is company sponsored)

Company Name		
Company Registration Number		
Company VAT Number		
Purchase Order Number	SETA VOUCHER	OTHER
Contact Person/Persons signing agreement – Authorised Company Representative		
Name/Surname		
Job Title		
Tel (w)		
Email		
Work Department		
Work Extension		
Physical Address		
Address Line 1		
Address Line 2		
City		
Country		
Postal Code		

ACCOUNT PAYER (Tick Relevant Box) Full Settlement Immediately.

Option 1

FULL SETTLEMENT

EFT | Cash | Credit Card | Debit Card | Cheque | Other

R _____

Reg Fee:

R _____

Balance Due and Payable:

R _____

Option 2

Monthly Debit Order Instalments

Period of Debit Order (compulsory)

3 Months

6 Months

10 Months

Registration Fee:

R _____

Total Contract Fee:

R _____

First Instalment Date:

Deposit Payable:

R _____

Deposit Due Date:

Last Instalment Date:

Monthly Instalment Fee: R _____

*The credit assessment form is compulsory for ALL account payments on terms

*Terms not to exceed 31 December of respective year of study

Account Manager Signature

DEBIT ORDER AUTHORISATION

Name of Bank

Type of Account

CHEQUE

SAVINGS

TRANSMISSION

Branch Code

(first 6 digits)

Name of Account Holder

Branch Name

Signature of Account Holder

Account Number

Abbreviated Name as Registered with the Bank (Debit order reference on bank statement)

PM8@DEG...

I hereby authorise UNI4 INSTITUTE to deduct from the specified account via the bank's debit order system, the monthly instalment or other amount, if specified, for the chosen programme. I understand that I have the right to stop the debit order and I will become liable for the continuance of such payments until the account is paid in full and/or this Authority/Mandate is terminated by me giving you notice in writing of not less than 20 (twenty) ordinary working days, sent by prepaid registered post or delivered to your address as indicated above. I further understand that should there be insufficient funds in my account to meet the obligation, UNI4 INSTITUTE is authorised to track my/our account and represent the instruction for payment as soon as sufficient funds are available. I further acknowledge that UNI4 INSTITUTE has the right to add charges for every returned or unpaid debit order and that the maximum instalment amount may be up to 1.5 (one and a half) times the instalment amount. If my debit order collection method is unsuccessful in 2 (two) consecutive months, then UNI4 INSTITUTE reserves the right to claim the full fee outstanding.

Amount: R _____

*Please attach a copy of your most recent salary advice

Salary Date: _____

First deduction date: _____

(Debit order to be deducted monthly on salary payment date)

** Please take note that your agreement reference number will be your student number **

I understand that the date adjustment rule is applicable and if the chosen payment date falls on a weekend or public holiday the amount will be deducted from my account on the preceding bank day. I also understand that if I do not supply all the relevant information or the correct information, I cannot hold UNI4 Institute responsible for non-payment of my account.

I acknowledge that all payment instructions issued by UNI4 Institute shall be treated by my above-mentioned bank as if the instructions have been issued by me personally. I agree that although this Authority and Mandate may be cancelled by me, such cancellation will not cancel the Agreement. I also understand that I cannot reclaim amounts that have been withdrawn from my account (paid) in terms of this Authority and Mandate if such amounts were legally owing to UNI4 Institute.

I understand that my/our bank may send me/us an instruction to authenticate this Mandate to enable the use of the DebiCheck payment stream and should such authentication fail, this payment instruction may be processed in the NAEDO or EFT payment stream.

In order to process this debit order payment instruction, I acknowledge and grant consent that my personal information (inclusive of my name, identity number, account details as well as other relevant information contained in this Authority/Mandate) may be used by Paym8 (Pty) Ltd, the debit order facilitation service provider, located at Thornhill Office Park, Bekker Road, Midrand.

I further grant consent that the aforementioned information may be stored by the debit order facilitation service provider or its partners and that the information may be distributed to the relevant South African Banking Institutions for processing purposes. I agree and acknowledge that a record of this information may be kept for a period of 5 (five) years after completion and/or cancellation of this debit order. I acknowledge that the provision of this information is mandatory and a failure to provide such information will lead to an inability to process this debit payment instruction. I further acknowledge that I have the right to object and to lodge a complaint as contained in the Protection of Personal Information Act 4 of 2013.

I acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party. I acknowledge that if debit orders are not deducted as per my instruction that it will still be my onus to ensure that payment is made to UNI4 INSTITUTE in respect of any outstanding amounts due to UNI4 INSTITUTE.

Signed at _____ on this _____ day of _____

Signature of Account Holder: _____

Student Signature: _____

Sponsor/Account Payer Signature: _____

Terms and Conditions

1. INTERPRETATION AND DEFINITIONS

1.1 In this Agreement: -

1.1.1 clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of this Agreement, nor to modify nor amplify any of its provisions;

1.1.2 the Parties shall, wherever necessary or appropriate, be referred to by their defined designations;

1.1.3 a reference to: -

1.1.3.1. the singular shall include the plural and vice versa;

1.1.3.2. a natural person shall include a juristic person (whether a corporate or unincorporated created entity) and vice versa;

1.1.4 all of the annexes hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;

1.1.5 words and/or expressions defined in this Agreement shall bear the same meanings in any annexes hereto which do not contain their own defined words and/or expressions;

1.1.6 where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;

1.1.7 where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday, the Parties shall be deemed to have intended such act to be performed upon or by the first day thereafter which is not a Saturday, Sunday or public holiday;

1.1.8 where an expression has been defined (whether in 1.2 below or elsewhere in this Agreement) and such definition contains a provision conferring a right or imposing an obligation on any Party, then notwithstanding that it is contained only in a definition, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

1.1.9 if figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

1.1.10 words and/or expressions defined in any particular clause in the body of this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it throughout this Agreement;

1.1.11 the contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;

1.1.12 the eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned;

1.1.13 the expiration or termination of this Agreement shall not affect such of its provisions as expressly provide that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

1.2 In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

1.2.1. "THIS AGREEMENT" – means collectively, this agreement and the annexes hereto;

Terms and Conditions (continued)

- 1.2.2. "CONSUMER" – shall be so defined as per the Consumer Protection Act and shall include but is not limited to the student/payer/surety/guarantor and/or third party/sponsor;
- 1.2.3. "UNI4 INSTITUTE" – means UNI4 Institute (Pty) Ltd, a company incorporated in accordance with the laws of the Republic of South Africa, Registration Number: 2018/542667/07;
- 1.2.4. "FORCE MAJEURE" – means in relation to either Party, any circumstances beyond the reasonable control of that Party (including, without limitation, any strike, lockout or other form of industrial action);
- 1.2.5. "PARTIES" – means collectively, the student/payer/consumer and UNI4; and "Party" shall mean either one of them as the context requires;
- 1.2.6. "SIGNATURE DATE" – means the date upon which the Party signing last in time signs this Agreement;

2. ENROLMENT:

- 2.1 Institution UNI4 acts as a tuition provider in respect of distance programmes offered by an educational institution ("Institution") for which the student intends to register. . UNI4 shall therefore not be responsible for the awarding of credits and/or the qualification which shall be the sole responsibility of the institution with which the student has registered. For the avoidance of doubt it is hereby recorded that UNI4 only offers tuition support which is supplementary to the programme registered for.
- 2.2. The student/consumer acknowledges that this agreement shall only come into force once the enrolment form is duly completed, the correct documentation is attached and an invoice is issued to the student upon payment of the required registration fee and minimum required deposit. The student shall be provided with a copy of his/her enrolment contract reflecting the student number, which the student acknowledges evidences his/her enrolment with UNI4.
- 2.2. Notwithstanding anything contained herein and more especially Clause 2.1, this agreement shall come into effect immediately upon payment of the registration fee and minimum deposit, and provision of the documentation as per clause 3 below
- 2.2. Enrolment and/or registration of a course shall be for the duration of one academic year as per the Institution.

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3. ACCOMPANYING DOCUMENTS:

The following material must accompany this application, namely:

- 3.1 The original and certified copy (no older than three months) of the front page of student's valid identity document (if a South African citizen);
- 3.2 Certified copies of student's study permit in the name of the Institution at which he/she is studying and front page of valid passport (if not a South African citizen). The passport must be valid for a minimum period of 18 (eighteen) months from date of registration.
- 3.3 Where applicable, original and certified copies of Matriculation (Grade 12) Certificate or its equivalent, indicating the symbols achieved, or School Leaver's Certificate. If the student is awaiting matriculation results, these must be furnished as soon as they become available; and in any event prior to the commencement of the course registered for.
- 3.4 The original and / or certified copies of Academic Record and Certificate of Good Conduct should the student be transferring from another tertiary education institution or examining body to UNI4.
- 3.5 If a payment option other than full settlement is selected, the student/company/guarantor/surety must submit:
- 3.5.1. Proof of income, being in respect of salaried and permanent employed persons

Terms and Conditions (continued)

- 3.5.2. The original and certified copies of the 3 (three) most recent salary advice or 3 (three) months' bank statements for self-employed persons, which bank statements, original or certified copy shall be the immediate 3 months prior to the application.
- 3.5.3. Proof of residence;

3.6. The validly complete and signed Institution application form which has been submitted to the Institution . .

4. PAYMENT / CREDIT VETTING:

4.1. The course fees in respect of the tuition shall be as follows;

- 4.1.1. A non-refundable registration fee in the amount of R 500.00 (Five Hundred Rand) payable upon registration,
- 4.1.2. Tuition fees as per the prospectus, and
- 4.1.3 A deposit in the amount of R 10 000.00 (Ten Thousand Rand) payable upon registration, which deposit shall be applied towards the tuition fees.

4.1. By his/her/their signature hereto the student/account payer/ sponsor /third party/ surety and/or guarantor hereto authorise/s UNI4 to enquire from the employer of the person responsible for payment and including the employers of the student/payer/sponsor/third party and/or surety, the complete details of the salary of such person including the date on which the salary is paid the amount thereof, the period of employment and any other relevant information required for this purpose;

4.2. Any amounts that are due under and/or in terms hereof shall be deducted on the salary date of the person who is responsible for payment. If a payment fails via a Debit order of post-dated cheque, a R200.00 (two hundred rand) administration fee will be charged to the account of the student/ consumer in addition to any fees charged by the bank/s and/or collection agencies in respect thereof;

4.3. Should for any reason whatsoever a debit order be returned unpaid, then the person responsible for such payment hereby irrevocably authorises UNI4 to debit his/her account with the current and arrear amounts due on any date as UNI4 may choose and/or to double debit his/her account and/or include such other charges as may be applicable with the amounts due at the next salary date or such other date as may be chosen by UNI4 in terms hereof;

4.4. By his/her/their signature hereto the student/account payer/ sponsor /third party/ surety and/or guarantor hereto hereby consent to UNI4 registering and obtaining credit bureau reports from time to time through any credit bureau or similar institution in order to ascertain the personal circumstances, credit history and credit worthiness and to supply details of defaults of the signatories/payer/third party hereto.

4.5. By his/her signature hereto the persons responsible or standing surety for the payment of fees and/or any amounts due under and/or in terms hereof hereby irrevocably authorises UNI4 to perform such credit worthiness checks as it may in its sole discretion determine with any recognised credit bureau or the like.

6. DEFERRAL OF PROGRAMMES:

6.1. All students/consumers wishing to defer their studies, or part thereof, may make an application in writing to UNI4 within 14 (fourteen) days of the start of the course whereupon flexible study options may be considered at the sole discretion of UNI4. A deferral charge of 30% (thirty percent) of the original cost of the programme to be deferred will be levied against the consumer as precondition to UNI4 approving the application for the deferral. A full 'Deferral Policy' document will be made available to the student and is also available at all UNI4 campuses and forms part of this contract of enrolment once completed.

6.2. The student is only permitted to defer their studies for the period from date of deferral until the commencement of the next semester in which the course will be taught and only up to a maximum period of 1 (one) year.

6.3. The student/consumer shall forfeit any fees paid to the campus in respect of any application to defer subsequent to the period stipulated above.

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Terms and Conditions (continued)

6.4.

7. CANCELLATION:

7.1. If the consumer or the student registered in an academic year wishes to cancel their enrolment for that year, the following conditions shall apply:

7.2. A consumer or the student may cancel his/her enrolment for the current academic year of study as a whole by completing the cancellation form together with the necessary supporting documents.

7.4. Where the student requests cancellation of the tuition by no later than 4 (four) weeks prior to the commencement of the academic year for which the student has enrolled, the student shall forfeit the registration fee and be pay a reasonable cancellation cost that UNI4 has determined to be reasonable which is agreed by the student to be for 15% of the annual fees charged, and which the student/consumer hereby agrees to, by his/her signature hereto.

7.5.

7.6. Should the student/consumer wish to cancel such registration and such cancellation is after the 4 (four) weeks prior to the commencement of the academic year for which the student has been enrolled then the student/consumer shall forfeit the registration fee and be be liable to pay the reasonable cancellation costs that UNI4 has determined to be reasonable which is agreed by the student to be 80% (eighty percent) of the annual fees charged, and which the student/consumer hereby agrees to, by his/her signature hereto.

7.7. However, at the discretion of UNI4, and subject to the parties reaching agreement on the relevant terms and conditions, full tuition value may be given instead in respect of registration for a course offered by the campus, within the same academic year, to the consumer

7.8. Once a student has commenced attending lectures the student may not cancel this agreement except as provided for herein.

7.9 The student must have received confirmation from UNI4 of receipt of such cancellation by the student. It is the sole responsibility of the student to ensure that she/ he has received such confirmation from UNI4. Should the student not be able to produce this, then full liability for the fees shall remain.

7.9. All cancellations are subject to approval by the cancellation committee and on such terms and conditions as it may determine.

7.10. Refunds, if applicable will take a minimum of 90 (ninety) days to be processed, from date of approval by the cancellation committee.

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8. GENERAL

8.1 The student shall not, by reason of his/her failure to attend tuition, be entitled to a reduction in fees, nor will it absolve the student/consumer from full liability for the payment of the full fees and other charges.

8.2. The full fee becomes payable after any 1 (one) non-payment of a debit order.

8.3. Should any payment not be made for a period of 1 (one) month then the student and/or the person responsible for payment hereby agree and acknowledge that such student will be barred from attending classes and/or receiving any tuition material and/or tuition until such time as satisfactory arrangements have been made with UNI4 that are acceptable to UNI4 in the sole discretion of UNI4. UNI4 reserves the right to exclude a student more than once from its campus.

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8.4. No consensual or other cancellation of this contract shall be of any force or effect without the written confirmation from an authorised official of UNI4. For purposes of this clause, written confirmation shall include electronic mail confirmation

Terms and Conditions (continued)

8.5. The student/consumer is hereby informed that no verbal agreements by any person shall be of force and effect unless the student/consumer has such cancellation confirmed in writing from the UNI4 Cancellation Committee. The student by his/her signature hereto is made aware of the provisions of this clause and hereby acknowledges acceptance thereof.

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8.6. No person shall be entitled to claim a refund in the event that a course had commenced except as provided for within this Agreement

8.7. The right to attend lectures and write exams is not transferable. Accordingly, the student shall attend all lectures in person and shall be the only person entitled to write the mock examinations/tests/assignments in respect of the subjects forming part of the UNI4 tuition programme for which the student has enrolled. Any attendance registers must be signed by the student himself/herself and under no circumstances will any other person be authorised to sign attendance for a student. Under no circumstances will ANY STUDENT be permitted to write the mock UNI4 exams/tests/assessments if any amount is outstanding and the full fees and other amounts due under this contract are not paid in full prior to such exam/test/assignment. For the avoidance of doubt, the mock Examinations/tests/assessments cannot be utilised to gain recognition and/or credits and/or RPL with any institution for the course for which they have registered with the institution.

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8.8. The student/consumer accepts that UNI4 shall have the right to vary the programme syllabus at any time, without prior notification and without furnishing reasons therefor. UNI4 shall further have the right to alter timetables and programme commencement dates at its own discretion.

8.9. The student/consumer hereby acknowledges and accepts that UNI4 shall as far as reasonably possible have the right at all times to vary the terms and conditions hereof. UNI4 shall publish such alterations and/or additions and/or variations on its website (www.uni4institute.com) or in such other medium/media as it deems fit as soon as is practical in the circumstances. The student's attention is drawn to the provisions hereof and the student/consumer undertakes to visit such website regularly to ensure that the student/consumer is fully informed of such.

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8.10. UNI4 shall have the right in its sole discretion, to postpone or cancel tuition in any programme initially advertised and offered, on the basis of insufficient demand. UNI4 shall be entitled to combine classes of a similar academic level and content.

8.11. The registration fee paid in terms hereof is non-refundable. Should a student fail his matric or equivalent examination and is no longer eligible for registration in the elected programme with the Institution, UNI4 shall at its own discretion offer to the student an alternative, if the student qualifies for any alternative. The registration fee in such instances remains non-refundable. In the event that no suitable alternative is arranged for, the cancellation policy as per clause 7 shall apply.

8.12. UNI4 will be entitled to create and apply rules (including due performance requirements) and the student hereby agrees to be bound by such rules. UNI4 shall be entitled to exclude the student from lectures and examinations (without in any way detracting from the right of UNI4 to recover fees payable), and to withhold a student's results (or the student's examination results) should the student or the consumer, as the case may be, fail to comply with any of the terms of this agreement, payment of any amounts due and/or the student code of conduct.

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8.13. The student/consumer shall be liable for all costs incurred by UNI4, including, but not limited to legal fees on an attorney client scale, collection charges and tracing charges in enforcing the obligations of the student under this agreement;

8.14. The fees and other charges reflected on the invoice do not include external institute membership fees, external Institution fees, ANY examination fees, notes, books, stationery or other items, which shall be for the account of the student/consumer.

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8.15. The student/consumer is responsible for ensuring that he/she has been properly registered with any relevant external institute or examining body, where applicable, and that he/she or the student/consumer (where the consumer is not also the student) must ensure that written confirmation of being registered for examinations is received from such relevant institute or body and that all relevant fees to such body have been paid by the student/consumer.

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- 8.16. In the case of a Force Majeure such as war, strike, riot, crime, act of God (e.g. earthquake, volcano), UNI4 will be entitled to suspend lectures and/or temporarily close any campuses affected thereby. The student/consumer shall not by reason of such suspension or closure be entitled to terminate this agreement or claim a refund of fees paid or a reduction on fees payable or any compensation from UNI4 in whatsoever manner or form.
- 8.17. No relaxation, waiver variation and/or indulgence granted by UNI4 to the student/consumer shall constitute a waiver of any rights vesting in UNI4 in terms hereof, and no reliance may be placed by the customer or signatory hereto or any statement or representation (whether oral, tacit or otherwise) not contained herein. Neither shall such indulgence, waiver and/or relaxation granted operate as an estoppel against UNI4.
- 8.18. All correspondence must be by way of registered mail, telefax, email or by hand delivery to UNI4's premises. It is the responsibility of the student to ensure that he/she obtains confirmation in writing from UNI4 on receipt of any documentation.
- 8.19. In the event of the signatories to this agreement, having completed this form incorrectly and/or having signed an incorrectly completed form, or the payment details herein not being in accordance with the requirements of UNI4, UNI4 shall be entitled to reject the student's application and/or to require the student to complete a new application in its sole discretion. UNI4 may not be held responsible for such errors or the consequences thereof and may in its sole discretion agree to abide by or reject such application. The Student agrees to be bound by such application. In such instances the registration fee remains non-refundable.
- 8.20. The student accepts, that as part of the assessment of the programme, the student must fulfil certain academic requirements, which may include (but are not limited to) the completion of assessments.
- 8.21. The student agrees and acknowledges that external bodies are responsible for the verification and award of a qualification.
- 8.22. The student/consumer acknowledges and agrees that the sole responsibility of the submission of programme requirements in respect of the Student's registration with the Institution shall be that of the student/consumer and that UNI4 accepts no responsibility for the submission thereof.
- 8.23. Students will not be allowed on campus if their account is in arrears. UNI4 will not issue any student with any results if any outstanding amount is not paid by the student. The student/consumer by their signature hereto, hereby specifically agrees to the same.

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Institution

10. PROMOTIONAL ITEMS

- 10.1. Any student/consumer who receives a promotional item as a result of this enrolment contract, hereby acknowledges that UNI4 is not responsible for any repairs service issues, warranties or performance in relation thereto. These must be referred to the promotional item manufacturer, service provider, network or agent(s) thereof, as the case may be, as well as the terms and conditions on the UNI4 website.

11. LEGAL DECLARATION AND INDEMNITY

11.1 Neither UNI4 nor any official employee or representative of UNI4 acting in his/her capacity as such shall be liable for any damages arising out of:

- 11.1.1 The death, bodily harm, loss of health or illness of any customer caused; and

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11.1.2 The destruction of and/or damage and/or loss and/or theft of any property owned by or in the custody of any customer, howsoever caused.

11.2. The student/consumer hereby indemnifies UNI4 against any claim made (whether for damages, costs, or otherwise) against UNI4 in respect of any action and/or omission of the student and/or the consumer (where the consumer is not also the student).

11.3. The student by his/her signature hereto hereby confirms that he/she is fully aware of the type of course and/or programme enrolled for and that it is his/her responsibility to make himself/herself aware of the types of courses and that he/she has fully understood the tuition offered in respect of the course that he/she registers for and is indeed the course that he/she wants to be registered for and that no representations have been made other than those contained in the official brochure.

11.4. The student/consumer hereby indemnifies UNI4 (Pty) Ltd against any claim arising from the any circumstances in whatsoever manner and/or form. The student is further aware of the factsheet in respect of the programme/course enrolled and confirms that it accurately reflects the qualification to be conferred and the type of programme/course registered for.

11.5. By their signature hereto and on the factsheet, the student/consumer irrevocably indemnifies UNI4 against any claim and she/he shall remain bound by the representation contained in such factsheet.

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12. PROTECTION OF PERSONAL INFORMATION

12.1. The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').

12.2. The personal information received shall not be further processed or disclosed without the consent of the disclosing party.

12.3. The student/consumer hereby authorises UNI4 or any other authorised member of the management team to use, review and process any personal information provided to UNI4 and to use same in the manner that UNI4 sees fit.

12.4. The persons signing this agreement acknowledge that they know and understand their right to privacy and to have their personal information processed in accordance with the conditions for the lawful processing of their personal information, and hereby give their consent to UNI4 to collect, process and distribute relevant personal information where UNI4 is legally required, and/or obliged to do so. They also consent to any third party service providers to have access to their personal information and consent to UNI4 sharing same.

12.5. The persons signing this agreement confirm and acknowledge that they are aware that the information that they have provided may be transmitted to persons, companies, subsidiaries, affiliates and third parties outside of the borders of South Africa and hereby consent in terms of section 72 of POPI to such transmission and use by UNI4.

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12.6. The Student/consumer hereby consents to UNI4 obtaining, using and disclosing his/her personal information, when necessary, as follows:

- (a) to provide the materials to the student and otherwise perform our obligations and enforce our rights under this Agreement;
- (b) to use the information provided to inform the students UNI4s other courses, products or services that may be of interest to him/her;
- (c) to share the student's information with companies in our group, (associated companies and third parties) to enable them to inform the student of other products or services that may be of interest to him/her; and
- (d) to hand over to attorneys and debt collection agencies, if the student/consumer is in breach of this agreement.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1. The Student/ Payer and/or the third party choose the address as disclosed on the face of this agreement as your, the payer’s and/or the third party’s domicilium citandi et executandi for all purposes arising from this agreement including but not limited to service of notices, delivery of course materials and/or legal processes.

13.2. UNI4 chooses as it domicilium citandi et executandi for the purposes of service of all legal notices and processes the address of 57 Underwood Road, Pinetown, 3610

14. BREACH AND TERMINATION

14.1. In the event of either of the student/consumer committing a material breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) business days after receipt of a written notice from UNI4 calling upon the defaulting party to remedy the breach complained of then:

14.1.1. UNI4 shall be entitled at its sole discretion without prejudice to any of its other rights in law, either:

14.1.1.1. to claim specific performance of the terms of this Agreement; and/or

14.1.1.2. to cancel this Agreement forthwith and/or. claim and recover damages from the student/consumer.

15. RULES AND REGULATIONS

15.1. The student/consumer by his/her signature hereto hereby acknowledges that he/she has read and agrees to abide by all the rules and regulations of any campus that he/she attends and acknowledges that he/she can be disciplined in terms thereof.

15.2. The student/consumer further acknowledges that right of admission to any of UNI4’s campuses is strictly reserved and UNI4 may, at its own discretion refuse admittance to any student and/or consumer.

15.3. The Student/consumer agrees and acknowledges that she/he shall be subject to UNI4s disciplinary code for a breach of any of the terms and conditions herein and/or the Rules and Regulations as established by UNI4

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16. ENTIRE CONTRACT

16.1. The terms and conditions contained herein as well as the terms contained on the UNI4 website (www.uni4institute.com) shall be the entire contract between the student/consumer and UNI4.

17. NON VARIATION

17.1. No variation of this Agreement shall be of any force or effect unless reduced to writing and signed in ink and by hand by both Parties.

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Signature of Applicant

Place

Date

Signature of Sponsor(s)/Account Holder/Consumer

Place

Date

Signature of Spouse

Place

Date

(Where the student is married in community of property or in terms of the Recognition of Customary Marriages Act, No. 120 of 1998, the spouse of the student must co-sign the agreement)

NB: The credit assessment form must be completed and attached to this contract by the consultant for ALL account payments on terms.

*For the full Terms and Conditions of this agreement please visit www.uni4institute.com The student/consumer confirms that he/she has made themselves fully aware of the Terms and Conditions contained on such website.

Name of Student Advisor

Signature of Student Advisor

Date

Name of General Manager

Signature of General Manager

Date

Name of Sales Manager

Signature of Sales Manager

Date

Name of Academic Manager

Signature of Academic Manager

Date

