

STUDY ABROAD PROGRAM - CONTRACT OF ENROLMENT

A COURSE DETAILS

I wish to enrol in the following course: (Please tick the appropriate box)

Graphic Design Programme B1 (3 months)

Web Design & Development Programme B1 (3 months)

Graphic Design Programme B2 (4 months)

Web Design & Development Programme B2 (4 months)

Graphic Design Programme A1 (3 months)

Web Design & Development Programme A1 (3 months)

Graphic Design Programme A2 (6 months)

Web Design & Development Programme A2 (6 months)

B STUDENT DETAILS

First Name/s

Surname

ID Number

Date of Birth

Nationality

Home Language

Telephone Number

Cellphone Number

Email Address

Postal Address

Code

Province

Residential Address

Code

Province

C ACCOUNT PAYER DETAILS

First Name

Surname

Residential Address

Code

Province

Telephone Number

Cellphone Number

Email Address

Postal Address

Code

Signature of Course Participant

Signature of Account Payer

D TERMS AND CONDITIONS OF ENROLMENT AT ACADEMY OF DIGITAL ARTS

By acceptance to Academy of Digital Arts and where the Student has entered upon studies at Academy of Digital Arts pursuant to the contract entered into between him/ her and Academy of Digital Arts, the Student, lawful guardian and/or sponsor shall, together with the Student, be liable jointly and severally for the due fulfillment of all terms of the Contract of Enrolment. The student, lawful guardian and/or sponsor are herein collectively referred to as the "Student".

1 GENERAL

- 1.1 The Student will comply with all the rules and regulations of Academy of Digital Arts as may be laid down from time to time with the intent and purpose of entering the highest possible academic standard and the best creative results from the whole student body.
- 1.2 The Students hereto accept that Academy of Digital Arts shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons therefore. Academy of Digital Arts shall further have the right to alter timetables and course commencement dates where necessary;

2 STUDENT FEES

- 2.1 The Payment of R5600.00 is required to secure your seat. The Payment of the remaining tuition fee is required 21 days prior to commencement of the course.
- 2.2 In the event of any fees due by a Student being unpaid on due date Academy of Digital Arts reserves the right to suspend the training for the Student in arrears with the payment. The suspension of the training does not affect this Contract of Enrolment and particularly not the Student's obligation to payment of the tuition fees due.

- 2.3 In the event of any fees due by a Student being unpaid and after a letter of final demand for payment and the Student remaining in breach of his/her obligation to payment of the tuition fees despite seven (7) days written notice of the breach then, and notwithstanding anything to the contrary contained herein, Academy of Digital Arts shall be entitled to cancel this Contract of Enrolment and to terminate the Student's registration as a Student of Friends of Design. In the event of such cancellation and without prejudice to any further claim for damages that Friends of Design may have Academy of Digital Arts shall be entitled to retain all monies paid in terms of this Contract of Enrolment and to claim payment from the Student for the balance of tuition fees due.
- 2.4 A statement of accounting reflecting the amount due by the Student is hereby agreed to be prima facie evidence of the amount due and to support an Application for Summary Judgment by Academy of Digital Arts against the Student. Academy of Digital Arts reserves the right to cede the collection of fees to a finance house or any other institution.
- 2.5 In the event of any proceedings being instituted by Academy of Digital Arts against the Student then, by the signature hereto, the Student consents, in terms of Section 45(1) of Magistrate's Court Act No 32 of 1994, as amended from time to time, to any proceedings which may be instituted in the Magistrate's Court which has jurisdiction in terms of Section 28(1) of the Magistrate's Court, as so amended, notwithstanding the amount of the claim.
- 2.6 The student shall be liable for all legal costs and charges on an attorney and client scale incurred by Academy of Digital Arts, as well as all tracing costs, collection costs, and any other disbursements which are incurred in recovering monies which may at any time be owed by the Student to Academy of Digital Arts.
- 2.7 Students will not receive reports, certificates or exam results unless account is paid up in full.
- 3 CANCELLATIONS AND "NO-SHOWS"**
- 3.1 If a course is cancelled by Academy of Digital Arts registered Students will be offered to transfer to another course or given a full refund. Academy of Digital Arts shall not be liable for any other consequential loss.
- 3.2 Cancellation of registration by a Student should be made in writing or by email at least 10 working days before the course starts. A full refund of the course fees will be made, less R500 for administration costs.
- 3.3 Registered Students who cannot attend may, in writing, provide a substitute or reschedule.
- 3.4 Should a Student fail to arrive for the course, he shall not be entitled to claim any reimbursement and the full course fee will be charged.
- 3.5 In the event of any Student desiring to terminate studies, for any reason whatsoever, this shall not absolve the Student or other Students to this contract from full liability for the payment of fees and any other charges.
- 3.6 The Student's failure to attend lectures for whatever reason shall in no way entitle him/her to a reduction in fees, nor will it absolve him/her or the other Students to this document from full liability for the payment of fees and other charges.
- 3.7 No cancellation of this contract shall be of force or effect without written consent thereto Friends of Design;
- 3.8 Friends of Design shall have the right at its sole discretion, to cancel tuition in any course or subject initially advertised and offered, on the basis of insufficient demand. Friends of Design further reserves the right to combine classes of a similar academic level and content.
- 3.9 In the event that Friends of Design is certain that a student will not be able to gather the minimum credits required to award the certificate for the programme, Friends of Design may cancel the Contract of Enrolment with the student. In such an event the student may be entitled to a refund of 30% of the remaining study fees for the year, which are calculated pro rata from the date of the cancellation of the Contract of Enrolment. The deposit will not be refunded in this event.

4 INDEMNIFICATION

4.1 The Student hereby indemnifies Friends of Design against any risk, loss or damage of whatsoever nature or kind arising out of any claim, which may be preferred against Friends of Design as a result of any happening of whatsoever nature or kind which may take place on the premises of Friends of Design, or in connection with the affairs and activities of Friends of Design in which the Student takes part. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage arising out of the death, bodily harm, loss of health or illness of any Student howsoever caused.

4.2 Furthermore the Student hereby holds Friends of Design free from any claim of whatsoever nature or kind arising out of any loss or damage which may be suffered by the Student whilst on the premises of Friends of Design or in connection with the activities of Friends of Design, arising from any cause whatsoever. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage to any property owned by or in the custody of any Student, howsoever caused.

4.3 The Student hereby indemnifies Friends of Design against any claim made against Friends of Design in respect of any damages arising out of the fault of the Student.

4.4 The Student shall be responsible to pay for all damage or loss caused by the Student to any property of Friends of Design or any other person lawfully on the premises of Friends of Design.

4.5 The Student accepts that any productions, including film, video, sound tracks, writings, recordings or any other products emanating from Student endeavours during any course at Friends of Design, shall vest in Friends of Design to whom all copyrights and ownership therein shall belong and without whose written permission no use may be made for broadcast or any other purpose.

5 NON VARIATION CLAUSE

5.1 No warranty or representation express or implied or variation of this Contract of Enrolment shall affect the terms hereof unless such warranty of such representation or variation shall be reduced to writing under the hands of the parties hereto.

5.2 The terms of this Contract of Enrolment shall novate, cancel and supersede the terms and conditions of all prior negotiations, documents, letter or verbal communications between the parties hereto with the intent and purpose that the terms and conditions hereof shall be deemed to constitute the sole memorial of the Contract of Enrolment between the parties.

5.3 If any provision of the Contract of Enrolment is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

E ENROLMENT FEE

- The course fee, per month, for the 2020 programmes is ZAR 5,600.

The course is payable according to the following method of payment:

- The Payment (of the first month) of R5,600.00 is required to secure your seat.
- The Payment of the remaining amount is required 21 days prior to commencement of the course, which is dependant on the chosen programmes.

G DECLARATIONS OF INTENTION

I,

a. Name of Student

b. Name of Account Payer

confirm that upon acceptance of this Contract of Enrolment I shall be bound by the Terms and Conditions as set out herein, the content of which I have read and understood;

select the following payment option for the payment of all scheduled fees in terms of the Schedule of Fees, which forms part of this contract.

Payment in Full

Place

Date

Signature of Course Participant

Signature of Account Payer

Acceptance

For and on behalf of Academy of Digital Arts

Date