

- Form must be completed in **BLACK** ink.
- Account payer **MUST** initial the bottom of each page and all areas specified.
- Full signatures on the back page.
- Certified copies of **ORIGINAL** documents must be included



Rand Eminence
 Business Solutions (Pty) Ltd
 Reg. No: 2011/104883/07
Infinite Innovations

Registration Contract 2015

Student Number: Student Name:

Have you previously studied at Rand Eminence Business Solutions (Pty) Ltd Yes No

If yes, indicate what course(s) you have studied: _____

Please indicate which campus you would like to study at: _____ (e.g Springs)

1A. SHORT LEARNING PROGRAMME INFORMATION

Please indicate which short learning programme you are registering for:

Pastel Partner Project Management

Other: _____ COURSE START DATE:

1B. PART-TIME PROGRAMME INFORMATION (For part-time ICB students only)

Please indicate which course you are registering for:

ICB

Name of Qualification: _____

(e.g. ICB Certified Junior Bookkeeper)

Student Number:

	SUBJECT / MODULE	START DATE:			
1					2 0 1 5
2					2 0 1 5
3					2 0 1 5
4					2 0 1 5
5					2 0 1 5
6					2 0 1 5
7					2 0 1 5

2. STUDENT INFORMATION

Title: (e.g Mr / Mrs):

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First Name:

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Middle Name

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Surname:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Gender

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Birth Date

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Race

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Birth City

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Birth Province

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Home Language

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Disability:

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Specify:

Details of any existing

Medical condition

Are you a SA Citizen

		If Yes	ID Number																
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If No. Passport No:

										Expiry Date									
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Nationality:

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Study Permit/ Visa No:

										Expiry Date									
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Home Address

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Suburb

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City

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Province

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Country

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Tel (Home):

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Tel (Work)

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Cell

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Email:

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Tick box if Home Address is the same as Postal Address

Postal Address

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Suburb

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City

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Province

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Country

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Postal Code:

Address:

Suburb:

City:

Postal Code:

Province:

Country:

Tel (Home)

Tel (Work)

Cell:

Email:

Tick box if Home / Company Address is the same as Postal Address

Postal Address

Suburb:

City:

Postal Code:

Province:

Country:

*Sponsor / Employer to attach supporting Letter

7. TERMS AND CONDITIONS OF THE REGISTRATION CONTRACT

IMPORTANT NOTICE:

By entering into this registration contract you accept these conditions, as well as any rules or regulations and the code of conduct contained in the policies of The Independent Institute of Education (Pty) Ltd (“The Institute”) or Rand Eminence, which form part of this contract (“the contract”). If there is any provision in this contract that you do not fully understand, please ask for any explanation before signing.

Clauses 7.2.3, 7.2.12, 7.3, 7.4.4 – 7.4.8 and 7.4.19 are in bold text and:

- i) May limit the risk or liability of The Institute or Rand Eminence or a third party; and/or
- ii) May create risk or liability for you; and/or
- iii) May require you to indemnify The Institute or Rand Eminence or a third party; and/or
- iv) Serve as an acknowledgement, by you, of a fact.

You should take careful note of these clauses because they are important. Your rights in this contract are in addition to, and do not affect, your statutory rights and remedies under consumer protection law. If there is a conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to, or must be understood, to unlawfully restrict, limit or avoid any rights or obligations created for either you or The Institute or Rand Eminence in terms of the Consumer Protection Act and any similar legislation.

7.1 **Definitions**

- 7.1.1 “Application fee” means a fee charged by The Institute to process a student’s application, where relevant.
- 7.1.2 “Attend” shall include participation by the student in class, whether virtual or physical.
- 7.1.3 “Conditional registration” includes the registration of a student:
 - 7.1.3.1 who fails to meet the entrance requirements of the applicable external provider or examining body or The Institute, or
 - 7.1.3.2 who fails to provide the necessary documentation required by The Institute, but is nonetheless registered conditionally by The Institute, subject to the student fulfilling conditions prescribed by, or providing the outstanding documentation required by, The Institute.
- 7.1.4 “Contract amount” means the fees and other charges payable by the student in terms of Section 5 of this contract, including tuition fees and, unless otherwise specified, registration/application fees and deposits, but excluding notes, textbooks, stationery or other items (which will be charged for separately)
- 7.1.5 “Due date” means the date/s specified in Section 5 hereof for payment of the contract amount, or any part thereof.
- 7.1.6 “External provider” means an entity, separate and independent from The Institute, which is responsible for conferring the module(s)/programme(s)/qualification(s).
- 7.1.7 “Personally identifiable information” means information that can be used on its own or with other information to identify, contact or locate a person or to identify an individual in context, and shall include academic and credit information.
- 7.1.8 “Registration fee” means a fee charged for the registration of a student by The Institute.
- 7.1.9 “Third party service partner” shall include any external provider or a service party which provides academic assistance or products or services to the student and which is accessible to the student only by virtue of his/her registration with The Institute.

7.2 **Financial**

- 7.2.1 The signatory/ies confirm/s that he/she/they will be jointly and severally liable to The Institute for payment of the contract amount, subject to the terms and conditions set out below.
- 7.2.2 Payment of the contract amount in full and in terms of payment Method “A” must be received on or before the due date, failing which the contract amount as set out in other methods in this contract may, at the sole discretion of The Institute, be charged, and The Institute may, as its election, issue the signatory/ies with new payments details in accordance therewith.

- 7.2.3 By signing these terms and conditions the signatory/ies is/are committing to make payment of the full contract amount referred to in 7.2.2 above, except as set out in 7.2.9 below, failure by the student to attend lectures will not reduce liability for payment of the full contract amount.
- 7.2.4 The registration fee, where applicable, is non-refundable.
- 7.2.5 The signatory/ies will be responsible for the cost of transport and any specialised consumables used during the module/programme/qualification, including but not limited to: specialised stationery, printing of assignments, toolkits or any other printed or electronic material.
- 7.2.6 All cancellations are subject to The Institute's Cancellation Policy.
- 7.2.7 This contract may be cancelled by The Institute if:
- 7.2.7.1 the student fails to satisfy the entrance requirements of the applicable external provider or examining body or The Institute (as per 7.1.3.1) prior to commencement of lectures (in which event the signatory/ies shall be entitled to a refund of the contract amount, or any portion thereof paid to date, excluding any registration/application fee, and shall not be liable for payment of the balance of the contract amount):
- 7.2.7.2 a student who is conditionally registered in terms of 7.1.3.1 and who is the view of The Institute has taken all reasonable steps to comply with the conditions set (whether set by The Institute or a third party) within the specified time period but, in any event, after the commencement of lectures and has failed to meet those conditions (in which event the signatory/ies shall be entitled to a refund of the contract amount, or any portion thereof paid to date, in respect of the unexpired portion of the module(s) /programme(s)/qualification(s) only, and shall not be liable for payment of the balance of the contract amount).
- 7.2.8 This contract is cancelled if the student has been expelled following due disciplinary process (in which event the fees will not be refunded and the signatory/ies will remain liable for payment of the balance of fees).
- 7.2.9 If a student is suspended from attending any lecture, module, programme, etc for any reason whatsoever, but not expelled, following due disciplinary process (where relevant), the fees payable by the signatory/ies will not be adjusted or refunded and the signatory/ies will remain liable for payment of the full contract amount.
- 7.2.10 Signatory/ies may only cancel the registration, in accordance with the Cancellation Policy, by submission of a written and signed notice of intention to discontinue attendance in the prescribed format to the Campus Principal; provided, however, that the signatory/ies remain/s liable for the balance of the fees, or The Institute shall be entitled to retain the fees as a reasonable cancellation fee to cover any costs, including administrative costs, incurred by The Institute on the following scale:
- | Fees due if student cancels: | Percentage fee payable/non-refundable |
|--|---|
| Before class commence | 15% of payment in terms of Method "A", irrespective of The actual payment arrangements concluded by the Student, to cover costs incurred. |
| Until up to 20% of the classes have been taught: | 50% of the contract amount and full cost of the academic material (where applicable and where supplied) |
| After 20% of the classes have been taught | 100% of the contract amount and full cost of the academic Material (where applicable and where supplied) |
- 7.2.11 Should any monies due by the student or the signatory/ies under this contract not be paid on the due date, the student may be excluded from (i) attending further lectures, and/or (ii) access to the campus and all other facilities, and/or (iii) graduation, until such time as all monies due have been paid in full. The Institute may withhold results of any assessments conducted until such time as all fees have been settled in full. This is without prejudice to any other rights of The Institute. Exclusion, as set out above, will not relieve the signatory/ies of any obligation to pay the contract amount, or any balance then outstanding.
- 7.2.12 The signatory/ies will remain liable for all expenses incurred by The Institute as a result of any breach on his/her/their part of this contract and acknowledge/s that this may include legal tracing and collection costs.

- 7.2.13 If any payment due under this contract remains unpaid for a period of thirty (30) days after due date, the entire outstanding balance of the contract amount will immediately become due and payable. In addition thereto, interest on the outstanding amount will be charged at the maximum rate permitted by law, from time to time, as determined under the National Credit Act (Act 34 of 2005)
- 7.2.14 A certificate issued by a director of The Institute certifying the balance owing, from time to time, shall be good and sufficient proof (prima facie proof), for all purposes, of the amount owing by the signatory/ies in terms hereof.
- 7.2.15 The campus finance department of Rand Eminence must be informed immediately, in writing, should the signatory/ies hereto change address or should the student change his/her module/s or programme/s, subsequent to submission of the registration documentation.

7.3 **Indemnity**

- 7.3.1 Unless The Institute or its representatives have intentionally, or with gross-negligence, acted or failed to act, neither The Institute nor any of its representatives shall be liable for loss or damage (excluding death or personal injury) suffered by the student whilst enrolled at Rand Eminence. The signatory/ies hereby indemnify/ies The Institute, including Rand Eminence, against all claims made by any person in respect of any damage arising out of any grossly negligent or intentional acts or omissions by the student.
- 7.3.2 If caused by the intentional or grossly negligent actions of the student, whether on or off campus, the signatory/ies hereby indemnify/ies The Institute, including Rand Eminence, for damage to The Institute's property, injury to, or death of, any student, or loss or damage to personal effects and possessions.
- 7.3.3 All signatories to the contract:
- 7.3.3.1 consent to the student participating in the activities of Rand Eminence, whether conducted on or off campus, including but not limited to games, cultural, social and sporting activities, and tours and excursions of vocational, educational, social, sporting or general interest:
 - 7.3.3.2 understand and accept that such activities may entail some risk of physical injury and shall be undertaken at the student's own risk and that such activities will not necessarily have the support of, or be subject to the supervision or control of, The Institute, including Rand Eminence;
 - 7.3.3.3 undertake to indemnify The Institute, including Rand Eminence, its associated companies, employees, subcontractors and representatives acting in such capacity, against all claims which may arise in connection with any loss, damage or injury to the person or property of the student in the course of such activities unless caused by the gross negligence of The Institute, including Rand Eminence, its associated companies, employees, subcontractors and representatives; and
 - 7.3.3.4 confirm that in the event of the student being injured whilst participating in any activity, an employee or representative of The Institute is hereby authorised to attend to such injury and to act with the same authority as the parent (in loco parentis) and to consent to any medical treatment on behalf of the student should consent be required for medical reasons on an urgent basis and should it not be possible for the parents or next of kin to be contacted timeously.

7.4 **General**

- 7.4.1 The signatory/ies warrant/s that the information submitted on the application form, if any, and registration contract is both true and correct.
- 7.4.2 The Institute reserves the right to cancel and/or amend certification, programme syllabi, commencement and termination dates and timetables without prior notice, which discretion shall be exercised reasonably, to accommodate changing circumstances.
- 7.4.3 The Institute, at its sole discretion, which discretion shall be exercised reasonably, may combine classes of similar academic level and content or cancel tuition in any programme or module advertised and offered on an insufficient demand basis; provided that the contract amount shall be adjusted accordingly.
- 7.4.4 The onus remains on the student to ensure that he/she is registered for the correct subject(s)/module(s)/programme(s)/qualification(s). The student must familiarise him/herself with the registration requirement, subject selection criteria, rules, regulations and prospectus, as well as any rules regarding the maximum completion time for the chosen qualification. Accordingly, the signatory/ies and, more specifically, the student, warrant/s that he/she/they has/have investigated the programme concerned to registrations, or assessment for any reason whatsoever.

- 7.4.5 The onus remains on the student to obtain certificate of any existing qualification awarded by an authority or institution outside of South Africa from the South African Qualification Authority and/or Higher Education South Africa, as the case may be.
- 7.4.6 The signatory/ies confirm/s that he/she/they is/are aware of whom the conferring body is for the qualification or programme of study for which the student registers (student's programme of study) as well as any particular information in relation to accreditation and registration of the student's programme of study. The signatory/ies confirm/s that he/she/they are responsible for registering with the external examining body, if any, for the student's programme of study, and for otherwise complying with any of the requirements of the external examiner, including the payment of any fees.
- 7.4.7 A copy of The Institute's rules/regulations and student code of conduct are available on Rand Eminence website and the student will be provided with a copy within seven (7) days of commencement of classes, or earlier upon request. The student has twenty-one (21) days within which to read and acquaint him/herself with the content thereof, and to familiarise him/herself with their application to the module(s)/programme(s)/qualification(s) for which the student is registering. Thereafter, the student will be regarded as having read and understood such rules, regulations and code of conduct, and as having undertaken to abide by and comply with the terms thereof, as they may be amended from time to time.
- 7.4.8 By signature hereof the signatory/ies consent/s to The Institute utilising electronic methods of communication (including SMS and email) in matters of an academic and financial nature, or relating to scheduling of lectures, campus activities or similar issues. The Institute may, from time to time, send the student and/or the signatory/ies marketing material by electronic methods of communication unless the student and/or signatory/ies have indicated below that they do not wish to receive any marketing material by such methods.
- 7.4.9 The Institute may, from time to time, introduce rules and regulations deemed necessary relating to module attendance, student conduct and other related matters.
- 7.4.10 The student acknowledges that academic integrity is taken very seriously by The Institute. Any violations of academic integrity by the student including, but not limited to cheating or plagiarism, will result in disciplinary action being instituted against the student, which could result in expulsion. The provisions of 7.2.7, 7.2.8 and 7.2.9 will be applicable.
- 7.4.11 In the event of an act of God, war, insurrection, industrial or student unrest, natural disasters or other such events that may cause the temporary cessation of tuition or classes, The Institute shall use its best endeavours to resume lectures as soon as is practically possible, however, no guarantees can be made in this regard.
- 7.4.12 This contract and the rights conferred herein may only be altered, deleted or cancelled if in writing and signed by both/all parties. No waiver, whether specific, implicit or by conduct, shall be effective unless in writing and signed by both/all parties. The rules and regulations of Rand Eminence or The Institute, including the code of conduct, may however be amended from time to time and shall be deemed to be effective five (5) days after publications of such changes on Rand Eminence's website at www.randeminence.co.za.
- 7.4.13 The student and/or the signatory/ies understand/s, accept/s and consent/s to The Institute collecting personally identifiable information about the student or signatory/ies. The student and the signatory/ies confirm/s that The Institute, including Rand Eminence, has the right to view and obtain the student's results from external providers. In addition, the student and the signatory/ies consent to The Institute providing personally identifiable information to the conferring body or any other third party academic partner; and/or providing confirmation of graduation or non-graduation to external bodies; and/or verifying student's results upon request from external provider. Such information will only be provided insofar as may be required for the purposes of this agreement and for the studies being undertaken by the student.
- 7.4.14 The student understands and accepts that The Institute may, at its discretion, monitor communications created, stored, transmitted, spoken, sent, received or communicated by the student on, over or in The Institute's systems and networks and intercept, acquire, read, view, inspect, record and/or review any and all such communications. The student hereby consents to The Institute doing so.

- 7.4.15 The student and signatory/ies cede and assign to The Institute all rights, title and interest in and to any intellectual property that may be created in the course of any study or research project that the student undertakes or may undertake at Rand Eminence, or that the student develops or may develop with the assistance of Rand Eminence's equipment and/or facilities. The students and the signatory/ies, furthermore, consent to the outcomes of any work undertaken by the student being used by The Institute in marketing and promotion activities (including any competitions into which student work is entered by The Institute).
- 7.4.16 Rand Eminence may, at its discretion, report to the parent, guardian or bursar of the major fee contributor any breach of rules and regulations by the student or on any other matter concerning the progress, conduct, wellbeing or health of the student. The student herein consents to this report being made.
- 7.4.17 International students who are not permanent residents of the Republic of South Africa and who wish to enrol at Rand Eminence are required to obtain a study permit from the South African Department of Home Affairs and to ensure that this permit is valid for the full period of study. If students are granted asylum or refugee status or any other similar status which is subsequently withdrawn or not renewed, as the case may be, by the relevant authorities, this contract is automatically cancelled; the student and/or signatory/ies, however, remain liable for the full balance of the fees. The study permit must be in favour of The Independent Institute of Education (Pty) Ltd. Fees are neither transferable nor refundable in respect of students who do not comply with these requirements, unless a study permit has been denied. Proof thereof must be submitted to Rand Eminence before a refund will be considered.
- 7.4.18 No guarantees, promises or representations of any nature are made by Rand Eminence pertaining to the student's enrolment for programme/s selected by the student with regard to the student's success or failure or otherwise.
- 7.4.19 The Institute may use any images (photograph or other) taken of the student in any advertising without restriction. The student herein consents to such use.
- 7.4.20 Registration is conditional pending the submission by the applicant and successful assessment by the campus personnel of the documents required to complete. The Institute's administrative process of registration. Failure to submit any of the required documentation will result in the student being unable to graduate. The onus is on the student to ensure that the campus has copies of the documents and to resubmit as may be required.
- 7.4.21 The parties choose as his/her/their address for service and delivery of legal notices and communications (domicilium citandi et executandi) in connection with this contract the following addresses: (i) the signatories' address/as set out in Section 2 and 4 of the contract; (ii) The Institute and/or Rand Eminence – ADvTECH House, Inanda Greens Business Park, 54 Wierda Road West, Wierda Valley, Sandton, 2196 and marked for the attention of The Head of The Institute.

I/We consent to receiving marketing material by electronic methods of communication from Rand Eminence. Yes or No.

“By signing this contract, the signatories' warrant that they have read and understood the contents hereof and insofar as many be necessary, they have the authority and/or consent to sign this contract.”

I/We the undersigned have read, completed and understand the entire contents on pages 1,2,3 and 4 and hereby jointly and severally accept all terms and conditions.

1. Signed: _____ Date: _____
(Student)
2. Signed: _____ Date: _____
Parent/Legal Guardian – if student is minor
3. Signed: _____ Date: _____
(Party responsible for payment of fees)

FOR ADMIN PURPOSES ONLY

South African Citizen	Foreign Students	Capturing Details	
Certified copy of student's ID	Certified copy of student's passport	Captured by:	
Certified copy of account payer's ID	Certified copy of account payer's ID/passport	Date Captured:	
Curriculum Vitae of student	Curriculum Vitae of student		
Matric Certificate	Registration proof of external examining body		
Registration proof of external examining body	Certified copy of student's study permit/visa		

Debit Order Deposit Amount: R _____ Student Number: _____

Post Date Cheque Receipt No: _____

Proof of Payment / Company Sponsor Letter Received: Date Confirmation Letter/Email Sent: _____

The following information must be submitted with the Registration Contract:

SOUTH AFRICAN CITIZENS

- Certified copy of student's ID
- Certified copy of account payer's ID
- Curriculum Vitae (CV) of student (where applicable)
- Matric Certificate
- Registration proof of external examining body (where applicable)

FOREIGN STUDENTS

- * Certified copy of student's passport
- * Certified copy of account payer's ID/passport
- * Curriculum Vitae (CV) of student (where applicable)
- * Registration proof of external examining body
- * Certified copy of student's study permit (made out to the IIE)/visa (where applicable)

Account payer initials: _____