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## **STANDARD TERMS AND CONDITIONS OF REGISTRATION AS A STUDENT**

**THE CAPE TOWN CREATIVE ACADEMY (PTY) LTD**

(hereinafter referred to as “the Creative Academy”)

Registration # 2011/119961/07

and

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Name and Surname of Student (hereinafter referred to as “the Student”)

Whereas the student is keen to follow a course at the Creative Academy, the student hereby agrees with the Creative Academy regarding the terms and conditions under which he/she will receive tuition and training and which will be binding on both parties for the duration of the agreement:

1. **Acceptance:** Acceptance as a student to the Creative Academy occurs only after selection and the right of admittance to the Creative Academy is reserved. The Creative Academy has the right to limit the number of students for any specific course at the sole discretion of the Academy.
2. **Liability:** The student hereby accepts liability for the honouring of all of his/her obligations in terms of this agreement, including the payment of all study, class or other fees that may be charged by the Creative Academy.
3. **Contractual Competence:** If the student is under age, this agreement is entered into with the assistance, knowledge and permission of his/her parents and/or legal guardians and this agreement is signed by such persons in their capacity.
4. **Registration fee:** During registration, all students pay a non-refundable deposit / registration fee that is fixed by the Creative Academy from time to time and the student will be informed of such amount before registration occurs.
5. The balance of the tuition fees are payable as follows:
  - 5.1. Payment of the full outstanding balance, less a settlement discount, as determined from time to time by Creative Academy, if payment occurs before 28 February of the academic year;

- 5.2. Payment by way of debit order over a period of 10 consecutive months, first debit order no later than on the last working day of February of each year, and each succeeding payment no later than on the last working day of each succeeding month. All fees must be paid in full by the end of November of the academic year;
  - 5.3. If any payment of a debit order is not made for whatsoever reason, the student will immediately become liable for payment of the full outstanding balance of the course which will immediately be claimable and payable.
6. The tuition fee does not include any computer equipment, software programs or art levies. Annual software license fees and art levies must be paid as part of the registration fee, and the student will be responsible for the purchase of any computer equipment.
7. Discontinuation: If a student discontinues a course/term or does not complete a course/term for whatsoever reason, he/she is still liable for the payment of the full term fee and all outstanding payments, if any, will be claimable and payable. No fees already paid to the Creative Academy by the student for the specific term will be refundable, and a cancellation/administration fee for each term cancelled will be charged. All fees paid by the student for terms that have not commenced, will be refunded, less the non-refundable registration fee and an administration fee as determined by Creative Academy from time to time, and as published in the Yearbook.
8. Failure to pay academic/course fees: If any payment by the student to the Creative Academy is due and payable and such payment is not made at the agreed time and in terms of this agreement, the Creative Academy will be entitled to immediately proceed with legal action against the student, or person/s responsible for payment of the fees or other amounts still outstanding. The student will be liable to pay all costs incurred by the Creative Academy to collect any fees, on the scale of attorney and client, together with collection commission, tracing costs and any other costs that Creative Academy may reasonably incur.
9. If a student fails to comply with any of the terms and conditions, contained in this agreement, the Creative Academy reserves the right to:
  - 9.1. Withhold examination results;
  - 9.2. Refuse registration for the following term/module;
  - 9.3. Refuse the student the right to a certificate of good conduct;
  - 9.4. Withhold the qualification/certification of the qualification;
  - 9.5. Deny the student admission to examination, lectures and practical sessions;
  - 9.6. Levy interest on any unpaid amounts and hold the student liable for any such amount at a rate equal to 2% more than prime interest rate;
  - 9.7. Report the outstanding debt to the National Credit Regulator and/or Credit Bureau.
10. Indemnities: The student hereby indemnifies the Creative Academy, its personnel, employees, officials, representatives or agents against liability for all claims of whatever nature that the student may have as a result of any occurrence, incident, accident, injury, illness or death, however it occurred and that arises from the attendance of the course, any excursion, practical class or transport during the student's studies at the Creative Academy. The student attends the course and uses all equipment, materials and other items at own risk and hereby voluntarily accepts the risk incidental thereto.
11. The student indemnifies the Creative Academy against any liability for damage or loss of any article that is brought to the Creative Academy premises by the student.
12. Rules: Each student is expected to comply with all the rules as set out in the Student Yearbook for the full duration of the student's time at the Creative Academy. By signing this agreement, the student undertakes and agrees to comply with such rules at all times. The Rules are contained in

the Yearbook, which has been made available to the student on the Creative Academy Google Classroom.

13. The student is expected to attend all classes. If attendance is dissatisfactory in the opinion of the Creative Academy, the Creative Academy can refuse the student admission to examinations/ resubmissions.
14. Students who disrupt classes in such a way that they prevent fellow students from getting the attention and tuition they deserve, will be instructed to leave the class. Repeat offenders will face serious disciplinary action.
15. The student is liable for all damages that he/she causes to the property of the Creative Academy or the premises in which it is housed in any way whatsoever. The student must compensate the Creative Academy for such damages caused within 30 days after an account was rendered to the student, setting out the damages and the costs of repair or replacement, failing which the Creative Academy will have the right to take legal steps against the student in order to recover the damage caused by the student, and to rely on the provisions of clause 9 above.
16. All property belonging to the Creative Academy and used by the student on a loan basis has to be returned to the Creative Academy at the agreed date and time. Should the student fail to return any property such as books, photographic and video equipment, etc. at the agreed date and time, the cost of such property will be recovered from the student's account. If such a payment is not made in time and in agreement with the terms and conditions of this agreement, the Creative Academy will be entitled to proceed with legal action against the student, and to invoke the provisions of clause 9 above.
17. No amendment, cancellation, respite, variation or addition of this agreement will have any legal force or be binding on the parties if it is not in writing and is not signed by all parties or their authorised representatives.
18. No grace, relaxation or respite that the Creative Academy may extend to the student will in any respect adversely affect or refrain the Creative Academy from the prospective enforcement of any of its rights or obligations.
19. For purposes of this agreement any reference to the student wherever it may be applicable, will also be a reference to the parent(s), guardian or surety and any undertaking, obligation or indemnity by the student is as valid and enforceable against the parent(s), guardian or surety of such student as if such an undertaking, obligation or indemnity was granted by the parent(s), guardian or surety of the student, where such student is assisted by his/her parent(s), or guardian or where a person binds him/herself as surety on behalf of the student.
20. The student hereby chooses for purposes of delivery and service of all documents and procedures in pursuance of this agreement, the address as is contained on the registration form and the postal address as the address where correspondence can be sent to the student by the Creative Academy. In case of a change of address, the student undertakes to give the Creative Academy written notice of such change of address.
21. The Creative Academy has the right to use any work produced by the student as part of classwork or during their tenure of study at the Creative Academy for marketing purposes. The student will be acknowledged.

#### **DECLARATION TO BE COMPLETED BY ALL APPLICANTS**

I HEREBY CONFIRM:

1. The information contained herein is true and correct in all respects;

2. There is no legal obligation on the Creative Academy to accept me as a student, and if the Creative Academy accepts me, I will only be admitted as a student if and when I comply with all the regulations and requirements the Creative Academy may set;
3. That I accept the terms and conditions of this agreement to be binding on me, that I have read the agreement and understand the content thereof,
4. I hereby irrevocably authorise the Creative Academy to provide the person responsible for payment of the student fees, as indicated on the student registration form, with test and examination results and, where applicable, a progress report, on request.

**PROTECTION OF PERSONAL INFORMATION**

The personal information contained in the Registration Form will be processed for the purposes of enrolling you as student at the Creative Academy, communicating with you, providing our educational services to you, and registering you on the Creative Academy portals to enable you to participate in academic activities.

Parent/Guardian personal information will be processed to enable communication between the institution and them, to facilitate payments for services delivered, and to register them on the Creative Academy portals for information sharing purposes.

Your personal information will not be shared with third parties unless it is deemed permissible in terms of the Act.

You have the right to have access to your personal information in our possession at any time, request the Creative Academy to update incomplete or incorrect information or to delete personal information that the institution is no longer authorised to retain.

By signing this contract you give your consent that the Creative Academy may process the personal information provided for the specific purposes as set out above.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
The STUDENT

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
PARENT / GUARDIAN / SPONSOR (if applicable)

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
On behalf of the CREATIVE ACADEMY

\_\_\_\_\_  
WITNESS

(Duly authorised thereto)