

ACCOUNT PAYER (Tick Relevant Box) Full Settlement before course commencement date.

Option 1 **FULL SETTLEMENT** EFT | Cash | Credit Card | Debit Card | Cheque | Other R _____
 Reg Fee: R _____ Balance Due and Payable: R _____

Option 2 **INSTALMENT PLAN** **Debit Order (compulsory)**

3 Months	6 Months	10 Months
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Reg 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

Account Manager Signature _____

DEBIT ORDER AUTHORISATION

Name of Bank _____
 Branch Code _____ (first 6 digits)
 Branch Name _____
 Account Number _____
 Type of Account CHEQUE SAVINGS TRANSMISSION
 Name of Account Holder _____
 Signature of Account Holder _____

I/We hereby authorise CityVarsity to deduct from the specified account via the bank's NAEDO debit order system, the monthly instalment or other amount for the chosen course. I/We understand that I/we do not have the right to stop the debit order and will become liable for the continuance of such payments until the account is paid in full. I/We further understand that CityVarsity has the right to add charges for every returned or unpaid debit order. If your debit order collection method is unsuccessful for two consecutive months then we reserve the right to claim the full course fee outstanding.

Amount: _____
 *Please attach a copy of your most recent salary advice.

Salary Date _____

(Debit order to be deducted on salary payment date)

I/We understand that if the chosen payment date falls on a Sunday or public holiday the amount will be deducted from my/our account on the preceding or following bank day. I/We also understand that if I/we do not supply all the relevant information or the correct information, I/we cannot hold CityVarsity responsible for nonpayment of my/our account.

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions have been issued by me/us personally.

I/We agree that although this authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We also understand that I/we cannot reclaim amounts that have been withdrawn from my/our account (paid) in terms of this authority and Mandate if such amounts were legally owing to CityVarsity.

I/We 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.

NOTE: The NAEDO and/or EFT User may add or delete (at its own risk) from the above minimum requirements.

Signed at _____ on this _____ day of _____

CREDIT CARD PAYMENTS

I, the undersigned, hereby authorise CityVarsity to deduct the specified amount from my credit card - details depicted below.

Credit Card Master Visa Diners American Express CSV number (last 3 digits on back of card) _____
 Amount (lump sum) _____
 Credit Card Number _____ Credit Card Instructions _____
 Card Holder Name _____ Number of Months Straight/
 Expiry Date m m / y y OR Budget 6 12 18 24
 ID Number of Card Holder _____ Credit Card Instalments Monthly R _____
 Date to be deducted every month: _____ (Date of salary) *Please attach a copy of your most recent salary advice.

I hereby authorise CityVarsity to deduct from the above-mentioned account, the monthly or other amount as specified.

I understand that if the chosen payment date falls on a Sunday or public holiday, the amount will be deducted from my account on the preceding or following banking day.

I also understand that if I do not supply the relevant information or the correct information, I cannot hold CityVarsity responsible for nonpayment of my account.

Signature _____

Date _____

Payment Date	Approval No.	Amount	Remarks: Declined/Approved
January			
February			
March			
April			
May			
June			

Payment Date	Approval No.	Amount	Remarks: Declined/Approved
July			
August			
September			
October			
November			
December			

Student Signature: _____

Sponsor/Account Payer Signature: _____

Terms and Conditions

1 If payment fails via Debit order or Post-dated cheque, a R100 administration fee will be charged to your account in addition to the fee charged by the bank/s in respect of such reversal.

2 Students right to rescind/terminate the agreement

2.1 Full-time Degree, Diploma and Certificate Applications

A full registration by a student shall be for the entire period/duration of the course registered for.

2.2 Cancellation

If the consumer or the student (where the consumer is not also the student) registered in an academic year wishes to cancel their enrolment for that year, the following conditions shall apply.

FULL-TIME STUDIES

2.2.1 Complete a cancellation form.

2.2.2 One-year Programmes and Other Full-time Programmes

A consumer or the student may cancel his/her enrolment for the current academic year of study as a whole and shall be exonerated from liability for the tuition fees (but excluding the registration fee and the cost of notes/books, both of which remain payable, and default administration charges for CityVarsity will be entitled to levy) provided that CityVarsity is informed in writing no later than 4 (four) weeks prior to the commencement of the academic year in question and with written confirmation of receipt and such cancellation having been furnished by CityVarsity. Should the student/consumer wish to cancel such registration and such cancellation is within the 4 (four) week notice period required in terms of this contract then the student/consumer shall be liable to pay the reasonable cancellation costs that CityVarsity has determined to be reasonable, which is 80% (eighty percent) of the annual fees charged, which the student/consumer hereby agrees to by his/her signature hereto. However, at the discretion of CityVarsity, and subject to the parties reaching agreement on the relevant terms and conditions, full tuition value may be given instead, within the same academic year, to the consumer (at the election of the consumer) to a member of his/her immediate family. Any student/consumer shall only be entitled to cancel under this clause up until 30 June of the year of registration, whereafter no request for cancellation will be entertained. No cancellation will be accepted after 30 June. All cancellations are subject to approval by the cancellation committee on such terms and conditions as it may determine.

3. General

3.1 The student shall not, by reason of his/her failure to attend lectures, be entitled to a reduction in fees, nor will it absolve the student/consumer (where the consumer is not the student) from full liability for the payment of the full fees and other charges. Once a student has commenced attending lectures the student may not cancel this agreement except as provided for herein. Full fees are payable after 2 (two) nonpayment debit orders. Should any payment not be made for a period of 2 (two) consecutive months then the student and/or the person responsible for payment hereby agree and acknowledge that such student will be barred from attending campus or receiving any tuition material or tuition until such time as satisfactory arrangements have been made with CityVarsity and are acceptable to CityVarsity. CityVarsity reserves the right to exclude a student more than once from its campus.

3.2 No consensual or other cancellation of this contract shall be of any force or effect without written consent thereto by an authorised director or authorised official of CityVarsity. The consumer/student is hereby informed that no verbal agreements by any person shall be of force and effect unless the consumer/student has such cancellation confirmed in writing from the CityVarsity Cancellation Committee. The student by his/her signature hereto is made aware of the provisions of this clause and hereby acknowledges acceptance thereof. Refunds will take a minimum of 90 (ninety) days to be paid from date of approval by the cancellation committee. By his/her signature hereto the persons responsible or standing surety to the payment of fees and/or any amounts due under and/or in terms hereof irrevocably authorises CityVarsity to perform such credit checks as it may in its sole discretion determine with any recognised credit bureau or the like. No person shall be entitled to claim a refund in the event that a course had commenced and has been effective for more than a period of 2 (two) weeks.

3.3 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 examinations in respect of the subjects forming part of the CityVarsity programme for which the student has enrolled. Interest will be charged on all overdue accounts as from the date on which such amounts are or become due at the rate of 15.5% (fifteen and a half percent) per annum from which the date the person acknowledges to be liable to pay interest from date of default until date of final payment. Under no circumstances will ANY STUDENT be permitted to write exams 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.

3.4 The student/consumer (where the consumer is not the student) accepts that CityVarsity shall have the right to vary the programme syllabus at any time, without prior notification and without furnishing reasons therefor. CityVarsity shall further have the right to alter timetables and programme commencement dates at its own discretion, on written notice to the student/consumer. The consumer/student hereby acknowledges and accepts that CityVarsity shall have the right at all times to vary the terms and conditions hereof. CityVarsity shall post such alterations and/or additions and/or variations on its website (www.cityvarsity.co.za) as soon as is practical in the circumstances, and 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.

3.5 CityVarsity 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. CityVarsity shall be entitled to combine classes of a similar academic level and content.

3.6 The registration fee paid in terms hereof is non-refundable and should a student fail his matric or equivalent examination, CityVarsity shall at its own discretion offer to the student an alternative, if the student qualifies for any alternative.

3.7 CityVarsity will be entitled to create and apply rules (including due performance requirements) and the student hereby agrees to be bound by such rules. CityVarsity shall be entitled to exclude the student from lectures and examinations (without in any way detracting from the right of CityVarsity 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.

3.8 The student/consumer shall be liable for all costs incurred by CityVarsity, including, but not limited to attorney and client fees, collection charges and tracing charges in enforcing the obligations of the student under this agreement, to the maximum extent permitted by the National Credit Regulator.

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

3.10 The student/consumer (where the consumer is not also the student) 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) has been registered for examinations with such institute or body.

3.11 In the case of an extraordinary event or circumstance beyond the control of such parties, such as war, strike, riot, crime, act of God (eg. earthquake, volcano), CityVarsity will be entitled to suspend lectures and temporarily close any campuses affected thereby. The student/consumer (where the consumer is not also the student) shall not by reason of such suspension or closure be entitled to terminate this agreement or claim a refund, fees paid or a reduction on fees payable or any compensation from CityVarsity.

3.12 No relaxation, variation, or indulgence granted by CityVarsity to the student/consumer (where the consumer is not also the student) shall constitute a waiver of any rights vesting in CityVarsity in terms hereof, and no reliance may be placed by the customer or signatory hereto or any statement or representation (whether oral, tactic or otherwise) not contained herein. Neither shall such indulgence granted operate as an estoppel against CityVarsity.

3.13 All correspondence must be by way of registered mail, telefax or by hand delivery to CityVarsity's premises. All correspondence must be received and signed for by CityVarsity prior to the applicable cut-off date as stated elsewhere in this agreement. It is the responsibility of the student to ensure that he/she obtains confirmation in writing from CityVarsity on receipt of any documentation.

3.14 In the event of the signatories to this agreement, other than CityVarsity, having completed this form incorrectly, or the payment details herein not being in accordance with the requirements of CityVarsity, CityVarsity shall be entitled to reject the student's application or to require the student to complete a new application.

3.15 Any student/consumer (where the consumer is not the student) who receives a promotional item as a result of this enrolment contract, hereby acknowledges that CityVarsity 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.

3.16 The student accepts, as stipulated in the CityVarsity Assessment Policy (which shall be deemed to form part of this agreement) 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 and/or sign-off of a Portfolio of Evidence or other forms of assessments. The student understands that submission of any academic work should be the intellectual work of the student. Should submission of any academic work not be that of the student, it will constitute fraud, which may result in the expulsion of the student.

3.17 Students will not be allowed on campus if their account is in arrears. CityVarsity will not issue any student with a certificate if any outstanding amount is not paid by the student. The student by their signature hereto, hereby specifically agrees to the same.

4. Copyright

4.1 The student accepts that any production, including film, video, soundtracks, writings, recordings or any other products emanating from the student's endeavours, but not limited to any programme, assignments, research, etc., at CityVarsity, shall be deemed to be solely owned by CityVarsity, and all rights therein shall vest with CityVarsity. All such fruits emanating therefrom shall belong to CityVarsity including any and all copyright rights, ownership and all rights contained therein, in intellectual property and the like and which may not be used without the express written permission of CityVarsity.

4.2 The student warrants that by his/her signature hereto he/she accepts that all materials created arising out of this enrolment with CityVarsity will solely belong to CityVarsity and all rights thereto, and that he will not have any claim thereto, and by his signature hereto cedes all such rights to CityVarsity.

4.3 The student indemnifies CityVarsity from all and any claim that the student may have in respect of any material created as per clause 4.1 above.

5. Transfer Procedure

5.1 Transfer from one CityVarsity Campus to Another

5.1.1 All tuition will be conducted at the preferred campus indicated on the face of this agreement, unless CityVarsity informs the student/consumer otherwise.

5.1.2 A full 'Transfer Policy' document will be made available to the consumer if requested and forms part of this contract of enrolment. In essence this means that a consumer (or the student, where the consumer is not also the student) is entitled under certain circumstances and subject to the terms of the transfer policy to receive tuition from a CityVarsity campus.

5.2 Full-time Students

A consumer/student who wishes to transfer his/her enrolment (or the enrolment of the student, where the consumer is not also the student) from one CityVarsity campus to another, should do so at least 2 (two) weeks prior to the commencement thereof. Any transfer may only occur with the written permission of CityVarsity. Where the fees between campuses differ, the transfer shall be subject to a new credit application by the consumer/student and CityVarsity's approval of the credit application and the transfer. The higher fee will be payable to CityVarsity and CityVarsity will issue a new invoice that shall replace the original invoice. This policy is subject to there being space available at the time of the application to accommodate the student/consumer and subject to CityVarsity's normal approval procedures.

Student Signature: _____

Sponsor/Account Payer Signature: _____

5.3 Part-time Students

A consumer/student who wishes to transfer his/her enrolment (or the enrolment of the student, where the consumer is not also the student from one campus to another, should do so within 2 (two) weeks prior to the commencement of the programme in question, and only with the written permission of CityVarsity. Where the fees between campuses differ, the transfer shall be subject to a new credit application by the consumer and CityVarsity's approval of the credit application and the transfer. The higher fee will be payable to CityVarsity and CityVarsity will issue a new invoice that shall replace the original invoice.

5.4 Transfer from one CityVarsity Programme to Another

5.4.1 A full 'Transfer Policy' document will be made available to the consumer on request and forms part of this contract of enrolment once completed.

5.4.2 Full-time Students

A consumer/student who wishes to transfer his/her enrolment (or the enrolment of the student, where the consumer is not also the student) from one CityVarsity programme to another, at the same campus and in the same academic year, may apply for permission to do so from CityVarsity. Where the fees in respect of the programmes differ, the transfer shall be subject to a new credit application by the consumer/student and CityVarsity's approval of the credit application and the transfer. In all such cases, the fee payable will be that of the programme carrying the higher fee, even if that happens to be the programme from which he/she is transferring. In addition to the higher tuition fee, the consumer/student will be charged the value of the notes/books for the programme from which he/she or the student, as the case may be is transferring, as well as those required for the programme to which he/she or the student is transferring. In the case of a consumer or student transferring from any full-time computer programme to another, the consumer will additionally be charged a default administration fee in respect of computer and software costs.

5.4.3 Part-time Students

A consumer/student who wishes to transfer his/her enrolment (or the enrolment of the student, where the consumer is not also the student) from one CityVarsity programme to another at the same campus and in the same academic quarter, may apply for permission to do so from CityVarsity. Where the fees in respect of the programmes differ, the transfer shall be subject to a new credit application and the transfer. In all such cases, the fee payable will be that of the programme carrying the higher fee, even if that happens to be the campus from which he/she is transferring. In addition to the higher tuition fee, the consumer/student will be charged the full value of the notes/books for the programme from which he/she or the student is transferring, as well as those required for the programme to which he/she or the student is transferring, as the case may be. In the case of a consumer or the student transferring from any full-time computer programme to another, the consumer/student will additionally be charged a default administration fee in respect of computer and software costs.

5.4.4 Deferral of Programmes

All consumers/students wishing to defer their studies (or the studies of the student, where the consumer/student is also not the student), or part thereof, may make an application in writing to CityVarsity within 14 (fourteen) days of the start of the course whereupon flexible study options may be considered at the sole discretion of CityVarsity. 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 CityVarsity approving the application for the deferral. A full 'Deferral Policy' document will be made available to the student and is also available at all CityVarsity campuses and forms part of this contract enrolment once completed.

6. Payment

6.1 By their signature hereto the signatory/signatories hereto authorise/s CityVarsity to enquire from the employers of the persons responsible for payment and including the student and/or surety, the complete details of the salary of such person including the date on which the salary is paid and the amount.

6.2 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.

6.3 Should for any reason whatsoever a debit order be returned unpaid, then the person responsible for such payment hereby irrevocably authorises CityVarsity to debit his/her account with the amount due on any date as CityVarsity may choose and/or to double debit his/her account with the amounts due at the next salary date.

7. Legal Declaration and Indemnity

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

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

7.1.2 The destruction of or damage to any property owned by or in the custody of any customer, howsoever caused.

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

7.3 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 course that he/she registers for and is indeed the course that he/she wants to register for and that no representations have been made other than those contained in the official brochure. The student/consumer hereby indemnifies CityVarsity (Pty) Ltd against any claim they may have. 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.

8. Accompanying Documents

The following material must accompany this application, namely:

8.1 The original and certified Copy of the front page of student's valid identity book (if a South African citizen);

8.2 Certified copies of student's study permit and front page of valid passport (if not a South African citizen);

8.3 Where applicable, Original and certified copies of Matriculation (Grade 12) Certificate, or symbols, or School Leaver's Certificate. If the student is awaiting matriculation result, these must be furnished as soon as they become available; and in any event prior to commencement of the course registered for.

8.4 Original and certified copies of Academic record and certificate of good conduct should the student be transferring from another tertiary education institution or examining body to CityVarsity;

8.5 Original and certified copies of Confirmation of institute enrolment where applicable.

8.6 If a payment option other than full settlement is selected, the student/company/guarantor/surety must submit:

- Proof of income, being in respect of permanently employed persons.
- The original and certified copies of the 3 (three) most recent salary advice or 3 (three) months' bank statements for self-employed persons.
- Proof of residence of account payer.

8.7 Supporting documentation, should the student require additional time for examinations. The student/consumer (where the consumer is not also the student) 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.

9. Rules and Regulations

The student/consumer by his/her signature hereto hereby 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. The student/consumer further acknowledges that right of admission to any of CityVarsity's campuses is strictly reserved and CityVarsity may at its own discretion refuse admittance to any student.

10. Entire Contract

The terms and conditions contained herein as well as the terms contained on the CityVarsity website (www.cityvarsity.co.za) shall be the entire contract between the student/consumer and no alteration and/or any verbal representation and/or variation or amendment will be of any force and effect unless such is reduced to in writing and signed by all parties hereto.

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

Name of Student Advisor

Signature of Student Advisor

(Date)

Name of Sales Manager

Signature of Sales Manager

(Date)