AFRICAN ACADEMY



Africa's premier training Institute for the built Environment

Enrolment Contract
MDDOP (E-Learning)

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This Enrolment Contract ("the agreement") is entered into between African Academy and the student whose details appear below.

This agreement is comprised of this cover page, the attached terms and conditions, enrolment application and declaration, prospectus, student information guide, programme fact sheets, Student code of conduct and the African Academy documentation and/or relevant institute prospectus, the terms of which are incorporated herein by this reference.

A. Student		
Name		Address
Surame		
Identity number		
Contact number		E-mail Adress
Alternative number		

B. Person responsible for payment of tuition fees		
Name		Address
Surame		
Identity number		
Contact number		E-mail Adress

Initials	

C. Next of kin			
Name		Address	
Surame			
Identity number			
Contact number		E-mail Adress	

Program registration information			
Academic year		E-Learning	
Program name	MDDOP	Duration	1 Year
Course fee	R33 000.00	Deposit	R4 000.00
☐ Books and kit ☐ Registration costs ☐ Courier costs for stationery			
Total course fees	R33 000.00		
Total amount owing after deposit		**R29 000.00**	

By signing below, the student acknowledges that he/she has read and understood the terms of this agreement and agrees to be bound by these terms.

	Name & surname	Signature	Date
Student			
Parent/Guardian			
Person responsible for tuition fees			

Initials

Terms and conditions

1. Introduction

1.1. The Student wishes to enrol at The African Academy for the Built Environment ("the Academy") and has complied with the enrolment procedure.

1.2. On written confirmation by the Academy to the student's address detailed in the enrolment application the Academy accepts the student's enrolment subject to compliance with this agreement.

2. Status of Agreement and Parties

2.1. This agreement is not transferable to any third party, and together with the enrolment application and declaration, prospectus, student information guide, programme fact sheets, Student code of conduct and the African Academy documentation and / or relevant institute prospectus constitutes the entire agreement between The African Academy for the Built Environment ("the Academy"), the student (reflected in "A" above), the student's guardian where applicable (reflected in "B" above) and the person responsible for payment of fees where applicable (reflected in "C" above). No amendment or alteration to this agreement shall be of any force or effect unless reduced to writing and signed by all the parties thereto.

2.2. The signatories hereto agree to bind themselves in their personal capacities, jointly and severally, as surety and co-principal debtor in solidum in respect of the full amount due and payable in terms of this agreement, and further agree that the terms hereof shall apply mutatis mutandis to each.

3. Payment of Fees

3.1. The student and/or other signatories hereto hereby agree that the fees and charges reflected in this agreement are fully due and payable, and undertake to make the payment(s) reflected herein as and when they become due.

3.2. The deposit paid is a non-refundable deposit.

3.3. The payment obligation of the student and/or other signatories hereto in respect of the fees and charges is unconditional and liability for such payment shall in no way be affected or in any way be reduced by:

3.3.1. The student's non-attendance of any classes, including without limitation any lectures, practical sessions and/or any other instruction sessions under the course or any of its components;

3.3.2. The student's failure to pass the course or any of its components;

3.3.3. The student's failure to complete the course;

3.3.4. The student's election to discontinue the course, for any reason whatsoever.

3.4. In the event of non- payment of any amount which is due and payable under this agreement, the Academy shall be entitled and is herewith authorised to withhold the student's academic results, deny and/or restrict his/her access to the Academy's facilities, repossess any learning materials which are the property of the Academy and/or to withhold, deny or repossess any other privileges which the student may have

as a result of being a registered student of the Academy until such payment has been received by the Academy.

3.5. Where any payments are outstanding, the Academy shall have the right to charge interest at a rate of 2% (two per cent) above the prime overdraft rate as announced by Standard Bank Limited from time to time, calculated on the due amount from the date on which payment is due until the date of actual payment being received.

3.6. In exercising this right the Academy will in no way be prejudiced from exercising any other of its legal rights, including without limitation, its right to claim damages.

3.7. Any legal or collection charges incurred by the Academy in recovering any amounts owed by the student or other signatories in terms hereof shall be borne by such signatory or signatories, including legal fees on the attorney-client scale.

3.8. Electronic statements shall be deemed to be the originals.

4. Student obligations

4.1. The student agrees to be bound by the rules and regulations of the Academy, as well as any instructions or guidelines that may be introduced by the Academy or any of its authorised employees or representatives to be communicated to students and/or published from time to time.

4.2. The student expressly agrees to follow the course curriculum and assessment schedules set by the Academy. Furthermore, the student acknowledges that misconduct or non-compliance with the rules and regulations may lead to disciplinary proceedings being instituted against him/her, and agrees to be bound by the procedure and outcome of such proceedings.

4.3. The student warrants:

4.3.1. The student it shall comply with the Student Rules of Conduct as amended from to time to time and any other rules and regulations pertaining to the Academy.

4.3.2. The student shall comply with all legislation and laws in force pertaining to the Academy, the premises and the services offered by the Academy.

4.3.3. The student shall be responsible for the payment in full of all fees and other charges as and when they fall due for payment by the Academy.

4.4. The student acknowledges that he/she is aware that he/she has to satisfy the requirements of due performance as laid down by the Academy and the relevant conferring body or institute as the case may be;

4.5. The student agrees that the Academy may communicate directly with the conferring body/institute on the student's behalf and that, as such, all correspondence from the institute conferring body to the student may be sent directly to the Academy.

4.6. The student shall respect the confidentiality of the Academy's intellectual property and its intellectual property rights and shall not attempt to access or alienate any records or materials used in the Academy's business. Such records and materials shall include course materials, e-mails, faxes, transcripts, diskettes, storage devices, computer tapes, course projects, student handouts, practical assignments and any other representation of the Academy's courses and activities, of which the copyright all vests in the Academy or its licensors ("Academy material").

5. Use of Academy's property

5.1. Both the Academy and the student are each responsible for complying with their respective obligations under applicable privacy and protection of personal information laws governing the personal data of each.

5.2. The Academy may, during the duration of the course for which the student has enrolled, provide the student with Academy material. All right, title and interest, including all rights under all copyright, patent and other intellectual property laws, in and to any such material shall vest in the Academy.

5.3. The Academy grants students a non-exclusive and non-assignable licence to use the Academy material in accordance with the terms set out hereunder:

5.3.1. Student acknowledges that he/she will only use the Academy material for academic purposes as required by the course for which he/she has enrolled, and further acknowledges that he/she obtains no rights of ownership of the Academy material;

5.3.2. Student shall not except to the extent as may be permitted by law, modify, translate or create derivative works based on the Academy material, nor reverse assemble, decompile or reverse engineer the Academy material, whether in whole or in part, or otherwise attempt to derive the source code, underlying ideas, algorithms, file formats, programming of the Academy material or any files contained in or generated by the Academy material, nor shall it permit, whether directly or indirectly, any third party to do so; and

5.3.3. Student shall not merge or combine the whole or any part of the Academy material with any other software or documentation, grant any third party direct access to the Academy material; lend or transfer any part of the Academy material to any third party; sub-license or otherwise transfer the use of the Academy material, whether in whole or in part, to any third party; or remove any proprietary notices or labels on or within the Academy material.

5.4. Student acknowledges that he/she will at all times comply with the rules and policies of the Academy for the use of its facilities. The Academy reserves the right to monitor the use thereof, and to suspend or terminate the provision of or access to such facilities.

6. Academy rights and obligations

6.1. The Academy reserves the right to cancel scheduled courses due to insufficient demand or any other reason. Should such cancellation take place at the behest of the Academy, then any tuition fees paid in respect of such cancelled course(s) shall be refunded within a reasonable time into the same account from which payment was made, or into an account designated in writing by the person who made the payment. No interest shall be payable in respect of such repayments.

6.2. The Academy shall be entitled, at its discretion to re-schedule lectures, combine classes, split the delivery of tuition or re-arrange timetables as it deems fit. In this regard, daytime students undertake to be available for lectures at any time between 08h00 and 17h00 on weekdays, and students attending evening classes undertake to be available at any time between 18h00 and 21h00 on weeknights.

6.3. It shall be within the Academy's sole discretion to cancel lectures, practical sessions or any other component of the course due to force majeure or any other reason. In such

cases, while the Academy shall make every reasonable effort to ensure that the course curriculum is covered, no warranty is made in respect of the exact number of hours to be made up.

7. Indemnity

7.1. The student hereby indemnifies the Academy and holds it (and its directors, officers and shareholders) harmless and free from liability to the maximum extent permitted by law in respect of any claim for direct or consequential loss, damage, death, injury or any other cause, suffered as a direct or indirect result of the student's enrolment, studies or use of the Academy's facilities. All studies and use of Academy facilities is at the student's own risk, and it is specifically recorded that the parties do not foresee that the student can suffer any special or consequential damages or loss of profits due to any act or omission by the Academy in connection with his/her studies.

8. Term

8.1. This agreement shall commence on the signature date by the student and shall continue until student completes his/her tuition or terminations his/her tuition in writing and in both instances pays all tuition fees due and payable.

9. General

9.1. Notices and domicile: All notices, authorisations, and requests given or made in connection with this agreement must be sent by post, express courier, or facsimile to the addresses indicated on the cover page of this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, or facsimile confirmation of delivery. The parties choose the addresses indicated on the cover page of this agreement as the addresses at which documents in legal proceedings in connection with this agreement may be served on them.

9.2. Representations: The student and other signatories acknowledge that no representations were made by the Academy in regard to the services rendered, or any of their qualities, leading up to agreement contract, and the student further acknowledges that neither the Academy, nor any of its corporations, employees, members, partners, affiliates, shareholders or office-bearers, will be liable for any reliance placed by the student on any statement.

9.3. Assignment: No party may assign this agreement, or any rights, or obligations hereunder, except with the express written consent of the Academy.

9.4. Law: This agreement shall be governed and construed under the laws of the Republic of South Africa. If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the prevailing party shall be entitled to recover its reasonable legal fees on an attorney and own client basis.

9.5. Jurisdiction and venue: Customer consents to exclusive jurisdiction and venue in the courts of the Republic of South Africa sitting in Johannesburg, Gauteng.

9.6. Entire Agreement: This agreement constitutes the parties' entire agreement concerning the subject matter hereof, and supersedes any other prior and contemporaneous communications. The parties may amend this agreement only in writing and signed by both parties.

Initials

9.7. Severability: If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend the agreement to give effect to the stricken clause to the maximum extent possible.

9.8. Waiver: No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorised representative of the waiving party.

9.9. Counterparts: This agreement may be executed in any number of counterparts, each of which will be an original, and such counterparts together will constitute one and the same instrument. Execution may be effected by delivery of facsimiles of signature pages (and the parties will follow such delivery by prompt delivery of originals of such pages).

Office use only			
Student Affairs		Student Accepted	Remarks
Name		Yes	
Signature		No	
Date			
Finance		Student Accepted	
Name		Yes	
Signature		No	
Date			

Initials	