

Terms and Conditions (“Agreement”)

IMPORTANT NOTE

This agreement applies to both the “student” and the “sponsor” and both these terms are used interchangeably throughout. Any reference to the student is meant to include the sponsor, unless the context clearly indicates otherwise. If the student and the sponsor are the same person, then this agreement will apply in the same manner as when they are separate persons.

The student and the sponsor hereby accept and agree that:

1 REGISTRATION

- 1.1 This agreement is entered into with the knowledge and consent of the student’s natural guardian (*only applicable to minor students.*)
- 1.2 By signing this Agreement, the student understands the terms and conditions to which he/she will be bound by for the duration of his/her studies at CTI.
- 1.3 This application to register will, when authorised by CTI Education Group, become a binding agreement between the student and CTI.
- 1.4 Registration is for each full academic year and not per semester, and this agreement shall remain in force and shall stand for as long as the student is registered at CTI.
- 1.5 This agreement, together with the said General Conditions of Enrolment and the Student Tablet Agreement, incorporates the entire agreement between CTI and the student and shall remain in force and shall stand for as long as the student is registered at CTI, irrespective of whether or not the studies may be suspended.
- 1.6 The student is bound by and shall comply with all the rules, regulations, policies and procedures for the total period of study, which CTI may impose from time to time.
- 1.7 Should the “First Choice” be unsuccessful, then the “Second Choice” will become applicable.
- 1.8 CTI reserves the right to change qualification/ module names/ content without prior notification.
- 1.9 CTI reserves the right, at its sole discretion, to change, modify or otherwise alter course fees at any time, without obligation or notice requirement. Such modifications shall become effective immediately upon the posting thereof.
- 1.10 Should the student’s final school-leaving results not meet the CTI degree-entry requirements, i.e. the CTI Bachelor of Commerce or the CTI Bachelor of Science in Information Technology, he/she will automatically be enrolled for either the CTI Higher Certificate in Business Management or the CTI Higher Certificate in Information Technology (Information Systems), and the course fee will be automatically adjusted accordingly.
- 1.11 Where applicable, in addition to registering at CTI, the student must register with UNISA, and although CTI will assist in the UNISA registration process, it is the student’s responsibility to register at UNISA before the closing date determined by UNISA from time to time.
- 1.12 The student is required to purchase an access tag/student card (*only applicable to certain campuses*).
- 1.13 Should the student fail an exam, depending on the programme enrolled for, an exam administration fee could be charged for a re-sit, redo or supplementary exam.

2 FEES

- 2.1 The registration fee of R800 is payable on signature of this agreement and is non-refundable, except in the case where a student fails matric or CTI does not offer the course for which he or she has applied.
- 2.2 Unless the fees have been settled in full at the start of the relevant academic year, monthly payment shall be made on the 1st day of every month (where the start date is between the 15th and the 31st day of the preceding month) or the 15th day of every month (where the start date is between the 1st and the 14th of that month). CTI reserves the right to claim the full outstanding balance if the student fails to make a monthly payment.
- 2.3 Interest will be charged on all overdue payments at prime interest rate plus 2% (annually) according to the rates of the Standard Bank of South Africa.
- 2.4 To secure the fees in Section E1.B, an early-bird fee must be paid to CTI before the end of November of the year preceding studies. The early-bird fee is R 4 000.00 for IT higher education qualifications and R 2 500.00 for the first year of a 3- or 4-year qualification for the immediately following academic year. Both these amounts include the registration fee.
- 2.5 The early-bird fee is only applicable to students registering with CTI for the first time.
- 2.6 Non-payment of the early-bird fee will result in the sponsor being liable for 20____ fees, as to be determined.
- 2.7 Should the student wish to cancel the agreement before the commencement of studies, the early-bird fee, less the registration fee, is refundable.
- 2.8 For students returning to CTI for a consecutive year (“Roll-Over Student”), a securing fee of R800.00 is payable on or before 30 September 20____, to secure 20____ fees for 20____ studies.
- 2.9 Non-payment of the securing fee will result in the sponsor being liable for 20____ fees, as to be determined.
- 2.10 Roll-over students are obligated to pay the full amount of their current study year by 31 December, before starting with their roll-over studies.
- 2.11 Students who are non-South African citizens are required to pay a minimum deposit of 50% of the course fee at enrolment.

3 BREACH AND CANCELLATION

- 3.1 Either party will have the right to cancel this agreement within 4 weeks of the starting date, which is the date when the course starts, by giving the other party written notice within this period. The student/sponsor will be liable for 1 month’s payment, irrespective of the date of cancellation, plus the cost of all learning material and/or devices issued.
- 3.2 The student may be held liable for the full course fee where the student cancels this agreement at any time after the 4 week cancellation period mentioned in clause 3.1 above.
- 3.3 Where a student is unable to complete his/her studies due to circumstances beyond his/her control, CTI will refund the pro rata unused course fees.
- 3.4 In the event of non-payment of any amount due and payable on the due date, CTI may, in addition to any other remedies that it may have in terms of this agreement or at law:
 - 3.4.1 terminate this agreement and keep all amounts already paid; and/or
 - 3.4.2 claim damages (which may include immediate payment of all arrears payments); and/or
 - 3.4.3 suspend the student for non-payment; and/or
 - 3.4.4 claim the full amount of the agreement, which amount shall become immediately due and payable.

4 DOMICILIUM

- 4.1 The student chooses as his/her *domicilium citandi et executandi* the address set out in Section A of the registration form.

5 APPLICABLE LAW

- 5.1 This agreement and the interpretation thereof will in all respects be governed by and construed under the laws of the Republic of South Africa.
- 5.2 Each party’s rights and obligations in respect of any goods and/or services supplied in terms of this agreement shall not be altered, unless otherwise permitted, in accordance with applicable consumer protection laws of the Republic of South Africa.

6 GENERAL

- 6.1 A certificate signed by any Director of CTI (whose appointment need not be proved), setting out any amount owing to CTI, shall be sufficient evidence to obtain default or summary judgment.
- 6.2 The student consent to the jurisdiction in terms of Section 45 of the Magistrates Court Act, 32 of 1994 of South Africa, that any legal proceedings arising from this agreement may be instituted in the Magistrates’ Court of any district with jurisdiction in terms of Section 28 of the Act. For purposes of establishing jurisdiction, this agreement shall be concluded where signature of both parties took place.
- 6.3 Should legal action be instituted, any legal costs incurred by CTI shall be borne by the student on the scale as between attorney and own client.
- 6.4 No alteration, cancellation or variation hereof shall be of any force or effect unless it is reduced to writing and signed by both CTI and the student and/or sponsor, who hereby acknowledges that no representations or warranties, whether express or implied, have been made by either CTI or the student and/or sponsor, nor are there understandings or terms other than those set out herein.

Declaration by student

I, the student, hereby accept and agree that:

1. The information provided by me is true, complete and correct.
2. I irrevocably authorise and expressly give my consent to CTI to use and/or process any of my personal information that CTI has obtained from me for any lawful purpose that it may require, including but not limited to tracing me or to appointing tracing agents to do so on CTI’s behalf.
3. I am bound by the terms of this document, as well as by the terms and conditions of CTI’s document entitled Conditions of Enrolment, a copy of which I have received and that may be updated from time to time in respect of each academic year, and I declare that I am fully conversant with the contents thereof.
4. I agree that I shall continue to remain conversant with any updated version of the conditions of enrolment made available to me from time to time.

I, the student, hereby accept and agree that I have read and understood the terms and conditions on this page and overleaf.

Student signature	Date

Acceptance by sponsor

I, the sponsor, hereby accept and agree that:

1. All the terms and conditions of this agreement set out above between the student and CTI shall *mutatis mutandis* be binding on me.
2. In addition thereto, I hereby bind myself as surety and co-principal debtor for the student in favour of CTI for the payment of all sums of money with which the student may now, or in future, become indebted to CTI arising from whatsoever cause.
3. The suretyship attached hereto is my agreement and confirmation that I understand the implications of the terms as surety and co-principal debtor as a sponsor.

Sponsor’s signature	Date
Sponsee’s signature (<i>of sponsor, if married in community of property</i>)	Date

Contract Authorisation (for office use)

For CTI: Name	Signature	Post held	Date
Registration Receipt Number		Student Advisor Name	