

TERMS AND CONDITIONS

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement: –

1.1.1. Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of this Agreement, nor to modify nor amplify any of its provisions;

1.1.2. A reference to: –

1.1.2.1. The singular shall include the plural and vice versa;

1.1.2.2. A natural person shall include a juristic person and vice versa;

1.1.3. All the annexes hereto are incorporated herein and shall have the same force and effect as if they were set out in the body of this Agreement;

1.1.4. Words and/or expressions defined in this Agreement shall bear the same meanings in any annexes hereto, which do not contain their own defined words and/or expressions;

1.1.5. Where a period consisting of a number of days is prescribed, it shall be determined by excluding the first and including the last day;

1.1.6. Where the day upon or by which any act is required to be performed is a Saturday, Sunday or public holiday, the Parties shall be deemed to have intended such act to be performed upon the immediately preceding business day;

1.1.7. Where an expression has been defined and such definition contains a provision conferring a right or imposing an obligation on any Party, then, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;

1.1.8. If figures are referred to in numerals and words, the words shall prevail in the event of any conflict between the two;

1.1.9. Words and/or expressions defined in any particular clause in the body of this Agreement shall, bear the meaning so assigned to it throughout this Agreement;

1.1.10. The contra proferentem rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the Party responsible for the drafting or preparation of such provision;

1.1.11. The eiusdem generis rule shall not apply and accordingly, whenever a provision is followed by the word “including” and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned and wherever the word “including” or “includes” is stated it shall not limit the interpretation thereof and shall be all inclusive;

1.1.12. The expiration or termination of this Agreement shall not affect such of its provisions as expressly, provided that they will continue to apply after such expiration or termination or which of necessity must continue to apply after such expiration or termination.

1.2. In this Agreement, unless the context indicates a contrary intention, the following words and expressions shall bear the meanings assigned to them hereunder and cognate expressions shall bear corresponding meanings:

1.2.1. “THIS AGREEMENT” – means collectively, this agreement and the annexes hereto;

1.2.2. “CONSUMER” – means the student/payer/surety/guarantor and/or third party/sponsor;

1.2.3. “SAIST” – means SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY (Pty) Ltd, a company incorporated in accordance with the laws of the Republic of South Africa, Registration Number: 1995/012787/07;

1.2.4. “FORCE MAJEURE” – means in relation to either Party, any circumstances beyond the reasonable control of that Party (including, without limitation, any strike, lockout or other form

of industrial action);

1.2.5. “PARTIES” – means collectively, the student/payer/consumer and SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY; and “Party” shall mean either one of them as the context requires;

1.2.6. “PORTFOLIO OF EVIDENCE” and “PoE” – means the portfolio containing the student’s examinations, assessments and tests;

1.2.7. “SIGNATURE DATE” – means the date upon which the Party signing last in time signs this Agreement.

1.2.8. “GUARANTOR” – means the guarantor and co-principal debtor in solidum.

2. ENROLMENT

2.1. The consumer acknowledges that this agreement shall only come into force once the enrolment form is duly completed and signed and accepted by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY, the correct documentation is attached and an invoice is issued to the student upon payment of the required registration fee and minimum required deposit. The student shall be provided with a copy of his/her enrolment contract reflecting the student number, which the student acknowledges evidences his/her enrolment with SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

2.2. Notwithstanding anything contained herein and more especially Clause 2.1 this agreement shall only come into effect immediately upon payment of the registration fee and minimum deposit. A student’s registration is only effective upon submission of all requisite documents as per Clause 3.

2.3. Enrolment and/or registration of a programme shall be for the duration of the year of the programme for which the student has registered.

3. ACCOMPANYING DOCUMENTS

The following material must accompany this application, namely:

3.1. The original and certified copy (no older than three months) of the front page of student’s and payer/surety/guarantor/third party/sponsor’s (where applicable) valid identity document (if a South African citizen);

3.2. Certified copies of student’s study permit in the name of the institution at which he/she is studying and front page of valid passport (if not a South African citizen). The passport must be valid for a minimum period of 12 (twelve) months from date of registration;

3.3. Where applicable, original and certified copies of Matriculation (Grade 12) Certificate or equivalent, Grade 11 reports, or School Leaver’s Certificate. If the student is awaiting matriculation results, these must be furnished as soon as they become available; and in any event prior to commencement of the programme registered for;

3.4. 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 SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

4. PAYMENT/CREDIT VETTING

4.1. By his/her/their signature hereto the consumer hereto authorize/s SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to enquire from the employers of the person

responsible for payment and including the employers of the consumer, the complete details of the salary of such person including the date on which the salary is paid and the amount thereof.

4.2. 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 or the date on which sufficient funds are available. If a payment fails via a Debit order or post-dated cheque, a R250.00 (two hundred and fifty rand) administration fee will be charged to the account of the consumer in addition to the fee charged by the bank/s in respect thereof.

4.3. Should for any reason whatsoever a debit order be returned unpaid, then the person responsible for such payment hereby irrevocably authorises SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to debit his/her account with the amount due on any date as SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY may choose or when sufficient funds are available and/or to double debit his/her account and/or to include such other charges as may be applicable with the amounts due at the next debit order date or such other date as may be chosen by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in terms hereof.

4.4. By his/her/their signature hereto the consumer/s hereto hereby consent to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY registering and obtaining credit bureau reports from time to time through any credit bureau or similar institution in order to ascertain the personal circumstances, credit history and credit worthiness and to supply details of defaults of the consumer hereto.

4.5. By his/her signature hereto the persons responsible or standing as guarantor for the payment of fees and/or any amounts due under and/or in terms hereof hereby irrevocably authorises SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to perform such credit checks as it may in its sole discretion determine with any recognized credit bureau or the like.

4.6. If a payment option other than full settlement is selected: the student/company/guarantor/surety/sponsor must submit FICA documents as follows:

4.6.1. Proof of income, being in respect of permanently employed persons, in the form of the original and certified copies of the 3 (three) most recent salary advice and 3 (three) months' bank statements for self-employed persons and;

4.6.2. Proof of residence.

5. TRANSFER PROCEDURE

5.1. Transfer from one SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY Campus to another;

5.1.1. All tuition will be conducted at the preferred campus indicated on the face of this agreement, unless SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY informs the student/consumer otherwise.

5.1.2. A student is entitled under certain circumstances to transfer his tuition to another SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY campus. The consent to transfer shall be at the sole discretion of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

5.2. Transfer from one SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY Programme to another;

5.2.1. Such transfer will be done only on the sole discretion of the Institution and will always be subject to the standards as set out in the Recognition of Prior Learning.

5.2.2 A student who wishes to transfer his/her enrolment from one SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY programme to another, at the same campus and in the same academic year and/or quarter (whichever is applicable), may apply for permission to do so from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY

within the first month of the current programme provided that not more than one month has elapsed since the commencement of the new programme to which he/she intends transferring.

5.2.3. Where the fees in respect of the programmes differ, the transfer shall be subject to a new affordability assessment by the consumer and SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S approval of the affordability assessment 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 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 from, as well as those required for the programme to which he/she or the student is transferring to. The consumer/s must sign documents undertaking to make payment of the increased fee before any transfer can be approved.

5.2.4. In the case of a consumer transferring from any full-time computer programme to another, the consumer will in addition to clause 5.2.3 be charged a default administration fee in respect of computer and software costs.

5.2.5. A transfer is subject to space in the programme chosen to accommodate the consumer in addition; the consumer must qualify for transfer to such programme chosen.

6. DEFERRAL OF PROGRAMMES

6.1. All students wishing to defer their studies, or part thereof, may make an application in writing to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY within 14 (fourteen) days of the start of the programme whereupon flexible study options may be considered at the sole discretion of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY. A deferral charge of 30% (thirty percent) of the original cost of the full programme to be deferred will be levied against the consumer as precondition to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY approving the application for the deferral.

6.2. The student is only permitted to defer their studies for the period from date of deferral until the commencement of the next semester in which the programme will be taught and only up to a maximum period of 1 (one) year.

6.3. The consumer shall forfeit any fees paid to the campus in respect of any application to defer subsequent to the period stipulated above.

7. CANCELLATION

7.1. If the consumer registered in an academic year wishes to cancel their enrolment for that year, the following conditions shall apply:

7.1.1. In respect of one year programmes and other programmes, excluding short skills and/or provider/certificate courses: A student may cancel his/her enrolment for the current academic year of study as a whole by completing the cancellation form together with the necessary supporting documents.

7.1.2. In respect of full-time and part-time studies: a consumer may cancel his/her enrolment by completing a cancellation form and return this together with the necessary supporting documents.

7.2. The consumer shall only 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 a non-refundable and in addition to any default administration charges which SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY will be entitled to levy) provided that: SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY is informed in writing no later than 4 (four) weeks (full-time) and 2 (two) weeks (part-time) prior to the commencement of the academic

year/programme in question.

7.3. The consumer must have received confirmation of receipt of such cancellation from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY for any cancellation to be effectively approved. It is the sole responsibility of the consumer to ensure that he/she has received such confirmation from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY, without which such cancellation whilst applied for is not effective/approved.

7.4. Should the consumer wish to cancel such registration and such cancellation is after the 4 (four) weeks (for full-time), 2 (two) weeks (for part-time) notice period required in terms of this contract then the consumer shall be liable to pay the reasonable cancellation costs that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY has determined to be reasonable, which is agreed by the student to be 80% (eighty percent) of the annual fees charged, and which the consumer hereby agrees to, by his/her signature hereto being the fixed costs of the programme.

7.5. However and at the sole discretion of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY, and in addition subject to the Parties reaching agreement on the relevant Terms and Conditions, full tuition value may be given instead in respect of registration for another programme offered by the campus, within the same academic year, to the consumer or (at the election of the consumer) to a member of his/her immediate family and subject to entrance requirements.

7.6. Once a consumer has commenced attending lectures the student may not cancel this agreement except as provided for herein.

7.7. Any consumer shall only be entitled to cancel under this clause up until 14 (fourteen) days after the release of their matric results, in respect of first year student's whose eligibility for the course enrolled for is dependent upon the results of their matric examinations, (save for exceptions made at the sole discretion of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY), where after any cancellation will not result in any reduction of the fees payable for the entire programme.

7.8. All cancellations are subject to approval by the SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY Cancellation Committee and on such Terms and Conditions as it may determine. Cancellations will only be processed once a duly completed refund and cancellation form has been submitted to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY. Refund and cancellation forms may be obtained from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY at the nearest campus or by way of an email request and shall be subject to the cancellation terms and conditions as contained herein.

7.9. All part-time students are not allowed to cancel any programme after commencement and there will be no refund after the notice period stated above.

7.10. Refunds, if applicable, will take a minimum of 90 (ninety) days to be paid, from date of approval by the SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY Cancellation Committee.

8. GENERAL

8.1. The consumer shall not, by reason of his/her failure to attend lectures, or failure to meet the requirements for successful completion of the course, be entitled to a reduction in fees, nor will it absolve the consumer from full liability for the payment of the full fees and other charges.

8.2. Where an installment payment plan has been entered into, the full outstanding fee becomes immediately payable in the event of any non-payment of a debit order, without notice to the consumer.

8.3. Should any payment which falls due not be made for a period of 1 (one) month then the consumer and/or the person

responsible for payment hereby agrees and acknowledges that such consumer will be barred from attending lectures and campus and/or receiving any tuition material and/or tuition until such time as satisfactory arrangements have been made with SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY that are acceptable to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY reserves the right to exclude a student more than once from its campus as well as exclude them from exams.

8.4. No consensual or other cancellation of this contract shall be of any force or effect without the written confirmation from an authorized official (being a Student Services Manager or person of higher authority) of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY. For purposes of this clause only, written confirmation shall include electronic mail confirmation.

8.5. The consumer is hereby informed that no verbal agreements by any person shall be of force and effect unless the consumer has such cancellation confirmed in writing from the SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY Cancellation Committee. The student by his/her signature hereto is made aware of the provisions of this clause and hereby acknowledges acceptance thereof

8.6. The right to attend lectures and write exams is not transferable. Accordingly, the consumer 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 SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY programme for which the consumer has enrolled. Any attendance registers must be signed by the consumer himself/herself and under no circumstances will any other person be authorized to sign attendance for any student. 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.

8.7. The consumer accepts that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall have the right to vary the programme syllabus at any time, without prior notification and without furnishing reasons there for. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall further have the right to alter timetables and exam dates and programme commencement dates at its own discretion.

8.8. The consumer hereby acknowledges and accepts that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall have the right at all times to vary the Terms and Conditions hereof. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall post such alterations and/or additions and/or variations on its website www.saistechcollege.co.za or in such other medium/media as it deems fit as soon as is practical in the circumstances. The consumer's attention is drawn to the provisions hereof and the consumer undertakes to visit such website regularly to ensure that the consumer is fully informed of such.

8.9. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY 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. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall be entitled to combine classes of a similar academic level and content. In such event, the usual cancellation process as prescribed above shall be followed save and except to non-refundable registration fees.

8.10. The registration fee paid in terms hereof is non-refundable. Should a consumer fail his/her matric or equivalent examination and is no longer eligible for registration in the elected programme,

SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall at its own discretion offer to the student an alternative, if the student qualifies for any alternative. The registration fee in such instances remains non-refundable.

8.11. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY will be entitled to create and apply rules (including due performance requirements) and the consumer hereby agrees to be bound by such rules. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall be entitled to exclude the student from lectures and examinations (without in any way detracting from the right of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to recover fees payable), and to withhold a consumer's results (or the consumer's examination results) should the consumer, as the case may be, fail to comply with any of the terms of this agreement and/or the student code of conduct and/or failure to pay outstanding amounts due.

8.12. The consumer shall be liable for all costs incurred by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY, including, but not limited to legal fees on an attorney client scale, collection charges and tracing charges in enforcing the obligations of the consumer under this agreement.

8.13. The fees and other charges reflected on the invoice do not include external institute membership fees, external university fees, external registration fees, ANY examination fees (whether internal or external), notes, books, accommodation, stationery or other items, which shall be for the account of the consumer.

8.14. The student (where the consumer is not also the student) is responsible for ensuring that he/she has been properly registered to write exams internally and with any relevant external institute or examining body, where applicable, and that he/she or the consumer (where the consumer is not also the student) must ensure that written confirmation of being registered for examinations is received from such relevant institute or body and that all relevant fees to such body have been paid by the consumer and that he/she is aware of the exam timetable which is the consumer's responsibility.

8.15. In the case of a Force Majeure such as war, strike, riot, crime, act of God (e.g., earthquake, volcano), SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY will be entitled to suspend lectures and/or temporarily close any campuses affected thereby. The consumer shall not by reason of such suspension or closure be entitled to terminate this agreement or claim a refund of fees paid or a reduction on fees payable or any compensation from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in whatsoever manner or form.

8.16. No relaxation, waiver variation and/or indulgence granted by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to the consumer shall constitute a waiver of any rights vesting in SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in terms hereof, and no reliance may be placed by the customer or signatory hereto on any statement or representation (whether oral, tacit or otherwise) not contained herein. Neither shall such indulgence, waiver and/or relaxation granted operate as an estoppel against SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

8.17. All correspondence assessments, Portfolios of Evidence (PoE's), assignments and/or any other submissions must be by way of registered mail, email or by hand delivery or as specified to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S premises at which the consumer is registered. It is the responsibility of the consumer to ensure that he/she obtains confirmation in writing from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY on receipt of any documentation and the consumer is obliged to

keep a certified copy thereof

and to submit same in the event of the original being destroyed or misplaced.

8.18. In the event of the signatories to this agreement, having completed this form incorrectly and/or having signed an incorrectly completed form, or the payment details herein not being in accordance with the requirements of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY, SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall be entitled to reject the consumer's application and/or to require the consumer to complete a new application in its sole discretion. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY may not be held responsible for such errors or the consequences thereof and shall not be responsible for any loss incurred thereby contingent or not, may in its sole discretion agree to abide by or reject such application. The consumer agrees to be bound by such application.

8.19. The consumer accepts, that as part of the assessment of the programme, the consumer must fulfil certain academic requirements, which may include (but are not limited to) the completion and/or sign-off of a Portfolio of Evidence (PoE) or other forms of assessments.

8.20. The consumer agrees and acknowledges that in certain circumstances, external bodies are responsible for the verification and award of a qualification. In such circumstances SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall not be held responsible and/or liable for any delays occasioned by the verification process of the awarding/external body.

8.21. The consumer acknowledges and agrees that the sole responsibility of the submission of the PoE shall be that of the consumer and that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY accepts no responsibility for the submission thereof. The consumer must be able to prove that he/she has submitted a PoE by way of written confirmation from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY and in addition the student MUST keep a certified copy of the submitted PoE stamped or signed by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in the event of the

PoE having being lost/destroyed, making it necessary to be resubmitted. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall not be held liable for any damages arising from any circumstances in any manner and/or form, more specifically SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall not in any circumstance be responsible for contingent liability.

8.22. Where programmes are subject to external verification and certification, SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S result sheet shall not be valid and may not be used as proof of having passed such a programme and/or qualification or any other purpose whatsoever.

8.23. Consumers will not be allowed on campus if their account is in arrears. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY will not issue any consumer with a certificate/diploma/award if any outstanding amount is not paid by the consumer. The consumer by their signature hereto, hereby specifically agrees to the same.

8.24. Consumers will further not be permitted to attend any Graduation ceremony and shall not be issued with their award in the event that their fees remain outstanding.

8.25. The consumer acknowledges and agrees that all work and intellectual property (including but not limited to, copyright, trademark and patent) produced during his/her enrolment with SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY shall belong exclusively to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY and that the consumer shall have no right to such work produced

and waives any and all claim in respect thereof.

8.25.1. In addition, the consumer explicitly cedes in perpetuity and in favor of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY all rights, titles, and interests in and to any intellectual property, created, generated, produced, designed or otherwise by him/her pursuant to his/her enrolment in the programme.

8.25.2. The consumer undertakes that he/she shall have no right of claim against SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in respect of the intellectual property at any time during or after his/her enrolment with SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

9. PLAGIARISM

9.1. The consumer understands that submission of any academic work should be the intellectual work of the consumer. Should submission of any academic work not be that of the consumer, it will constitute fraud, which may result in the expulsion of the consumer.

10. PROMOTIONAL ITEMS

10.1. Any consumer who receives a promotional item as a result of this enrolment contract, hereby acknowledges that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY 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, as well as the Terms and Conditions on the SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY website. Any promotional item bearing the name, logo or likeness of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY and/or its associated brands must only be utilized in a manner which upholds the reputation of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY and/or its associated brands.

11. LEGAL DECLARATION AND INDEMNITY

11.1. Neither SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY nor any official employee or representative of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY acting in his/her capacity as such shall be liable for any damages, contingent or otherwise arising out of:

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

11.1.2. The destruction of and/or damage and/or loss and/or theft of any property owned by or in the custody of any customer, howsoever caused.

11.1.3. Any negligence or oversight on the part of such employee, during the course of its performance of their duties and functions, more especially in the event that any award is made to the consumer erroneously.

11.2. The consumer hereby indemnifies SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY against any claim made (whether for damages, costs or otherwise) against SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY in respect of any action and/or omission of the student and/or the consumer (where the consumer is not also the student).

11.3. The consumer by his/her signature hereto hereby confirms that he/she is fully aware of the type of programme enrolled for and that it is his/her responsibility to make himself/herself aware of the types of programmes and that he/she has fully understood the programme/award/qualification and/or credits awarded in respect of the programme that he/she registers for and is indeed the programme that he/she wants to register for and that no representations have been made other than those contained in the official prospectus or on the enrolment form and fact sheet.

11.4. The consumer hereby indemnifies SOUTH AFRICA

INSTITUTE OF SCIENCE AND TECHNOLOGY (PTY) LTD against any claim arising from any circumstances in whatsoever manner and/or form. The consumer is further aware of the fact sheet in respect of the programme enrolled and confirms that it accurately reflects the qualification to be conferred and the type of programme registered for.

11.5. By their signature hereto and on the fact sheet, the consumer irrevocably indemnifies SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY against any claim, contingent or otherwise and he/she shall remain bound by the representation contained in such fact sheet. The consumer is obliged to keep updated on programme outcomes and qualifications at all times.

12. PROTECTION OF PERSONAL INFORMATION

12.1. The Parties acknowledge their respective obligations to comply with the substantive provisions of the Protection of Personal Information Act, 4 of 2013 (hereinafter referred to as 'POPI').

12.2. The consumer hereby authorises SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY or any other authorised member of the management team to use, review and process any personal information provided to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY and to use same in the manner that SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY sees fit.

12.3. The persons signing this agreement acknowledge that they know and understand their right to privacy and to have their personal information processed in accordance with the conditions for the lawful processing of their personal information, and hereby give their consent to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY to collect, process and distribute relevant personal information where SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY is legally required, and/or obliged to do so. They also consent to any third party service providers to have access to their personal information and consent to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY sharing same.

12.4. The persons signing this agreement confirm and acknowledge that they are aware that the information that they have provided may be transmitted to persons, companies, subsidiaries, affiliates and third parties outside of the borders of South Africa and hereby consent in terms of section 72 of POPI to such transmission and use by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

12.5. The consumer hereby consents to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY obtaining, using and disclosing his/her personal information, when necessary, as follows:

- (a) To provide the materials to the consumer and otherwise perform our obligations and enforce our rights under this Agreement;
- (b) To use the information provided to inform the student about SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S other programmes, products or services that may be of interest to him/her;
- (c) To share the consumer's information with companies in our group, (associated companies and third parties) to enable them to inform the consumer of other products or services that may be of interest to him/her; and
- (d) To hand over to attorneys and debt collection agencies, if the consumer is in breach of this agreement.

12.6. The consumer hereby acknowledges and agrees to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY using and disclosing his/her personal information where either directly or indirectly required to do so in terms of such laws or orders of court, or where requested to do so by certain Government organisations or for record keeping and statistical purposes.

12.7 The persons signing this agreement grant permission to South Africa Institute of Science and Technology representatives, to take and use photographs and /or digital images of me for use in news releases and/ or educational materials. These materials might include printed or electronic publications, web sites or other electronic communications. I authorize the use of these images without compensation to me. All negatives, prints, digital reproductions shall be the property of South Africa Institute of Science and Technology.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1. The student/payer and/or the third party choose the address as disclosed on the face of this agreement as your, the payer's and/or the third party's domicilium citandi et executandi for all purposes arising from this agreement including, but not limited to service of notices, delivery of programme materials and/or legal processes.

13.2. SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY chooses as its domicilium citandi et executandi for the purposes of service of all legal notices and processes 36 LANGFORD STREET BOOYSENS.JOHANNESBURG

14. BREACH AND TERMINATION

14.1. In the event of the consumer committing a material breach, including but not limited to non-payment of fees, dishonesty, violence, drugs, etc, which shall not require a notice of a breach, alternatively of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) business days after receipt of a written notice from SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY calling upon the defaulting party to remedy the breach complained of then:

14.1.1. SOUTH AFRICA INSTITUTE OF SCIENCE AND

TECHNOLOGY shall be entitled at its sole discretion without prejudice to any of its other rights in law, either:

14.1.1.1. To claim specific performance of the terms of this Agreement; and/or

14.1.1.2. To cancel this Agreement forthwith; and/or

14.1.1.3. Claim and recover damages from the student/consumer.

15. RULES AND REGULATIONS

15.1. The consumer by his/her signature hereto hereby acknowledges that he/she has read and 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.

15.2. The consumer further acknowledges that right of admission to any of SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S campuses is strictly reserved and SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY may, at its own discretion refuse admittance to any consumer.

15.3. The consumer agrees and acknowledges that he/she shall be subject to SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY'S disciplinary code for a breach of any of the Terms and Conditions herein and/or the Rules and Regulations as established by SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

16. ENTIRE CONTRACT

16.1. The Terms and Conditions contained herein as well as the terms contained on the SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY website www.saistechcollege.co.za shall be the entire contract between the consumer and SOUTH AFRICA INSTITUTE OF SCIENCE AND TECHNOLOGY.

No variation or alteration hereof shall be of any force and effect unless reduced to writing and signed by both parties in ink and by hand.