

1. Definitions

Some of the words in this agreement are printed in *italic* in order to indicate that they have a special meaning for the purpose of this agreement.

- 1.1 'Agreement' means the registration form and these terms and conditions;
- 1.2 'Registration' means the student that has been approved has received a student number from REGENT Business School;
- 1.3 'Debt' means all debts incurred by the student whose particulars appear on the registration form, including, but not limited to, outstanding study fees;
- 1.4 'Fees' mean all fees charged by REGENT Business School for your studies, including, but not limited to, study and administration fees;
- 1.5 'Material' means all study material supplied by REGENT Business School;
- 1.6 'Third party' refers to the business or individual whose details appear under section 6 of the registration form;
- 1.7 'We', 'us' and 'our' refers to REGENT Business School; and
- 1.8 'You' and 'your' refers to the student whose particulars appear on the registration form.

2. Our services to you

- 2.1 We will dispatch your first consignment of course material within 21 working days of the date of receipt of your full payment towards your registration deposit fee.
- 2.2 The core functions of REGENT Business School are to provide training/tuition, assessment; and award the student with a relevant qualification/result upon successful completion of the programme or module, whichever is applicable.
- 2.3 The rules and regulations are published in the REGENT Business School General Handbook, and apply to all students registered at REGENT Business School. You will receive your REGENT Business School General Handbook in this first consignment of study material. It is important that you read, know, and understand the rules and regulations contained in the REGENT Business School General Handbook, and by your signature hereto you undertake to do so.
- 2.4 Your MYREGENT email account shall be used for all official correspondence between REGENT Business School and yourself.
- 2.5 A student shall not, by reason of his/her failure to submit assignments, or to write exams, be entitled to a reduction in fees, nor will it absolve the student from full liability for the payment of the full fees and charges.
- 2.6 REGENT Business School reserves the right to discontinue services to a student as often as deemed necessary.
- 2.7 The right to tuition and writing of exams is not transferable. Accordingly, the student shall attend to and complete all assignments him/herself. The student shall be the only person entitled to write examinations in respect of the examinable modules forming part of the programme registered for.
- 2.8 Students shall be permitted to write exams upon proof of eligibility and under no circumstances will any student be permitted access to their exam/s results until such time as all outstanding fees and other due amounts under this contract are paid in full.
- 2.9 The student accepts that REGENT Business School shall have the right to vary and update programme and/or module syllabi at any time, without prior notification and without furnishing reasons therefor.
- 2.10 The student is responsible for ensuring that s/he has been properly registered with any relevant external institution or examining body, where applicable, and that s/he has been registered for examinations with such institute or body, where applicable.
- 2.11 The student accepts, as stipulated in the REGENT Business School assessment policy that s/he is required to fulfil certain academic requirements.
- 2.12 The student must supply REGENT Business School with an address for the delivery of study material which will be delivered between (08h00-16h00).
- 2.13 REGENT Business School will not be responsible if material is returned due to the material being undeliverable at the said address.

3. Your responsibilities

- 3.1 General
 - 3.1.1 You must pay postage on everything sent by you* to us*;
 - 3.1.2 You must pay for the replacement of study materials supplied to you* by us*;
 - 3.1.3 Study material supplied to you may not be passed to any person and may not be accessed by anyone other than you. You may not allow anyone to copy such material, neither may you supply copy of such material to any other person.
 - 3.1.4 If necessary, at the sole discretion of REGENT business School an extension can be granted, provided that we are notified promptly when you are prevented from studying due to illness or reasons beyond your control.
 - 3.1.5 On enrolment with REGENT Business School, you will receive a MYREGENT email address. All official communication from REGENT Business School will be sent to this email address only. You will receive activation instructions for your MYREGENT email address with your enrolment pack. Please ensure that you activate your MYREGENT email address as soon as possible, and that you regularly check this email address for communication from us.

Initial Here

3.2 Payment of your fees

- 3.2.1 If you are over the age of 18 and will be paying the fees yourself, then you hereby declare that you:
 - (a) Are legally bound to this contract;
 - (b) Are responsible for the repayment of the entire debt; and
 - (c) Accept all the terms and conditions of the agreement.
- 3.2.2 If you are under the age of 18, then your parent, custodian or guardian:
 - (a) Must sign acceptance of all the terms and conditions of this agreement on each page.
 - (b) Hereby accepts responsibility for the repayment of the entire debt; and
 - (c) Expressly waives the rights of exclusion and division.
- 3.2.3 If a third party will be paying the fees for you, then:
 - (a) If the third party is a business, then the business hereby:
 - Warrants us that the signatory has the required legal capacity to enter into and be bound by these terms and conditions;
 - Takes full responsibility for the repayment of the entire debt and accepts all the terms and conditions of the entire agreement; and
 - Expressly waives the rights of exclusion and division.
 - (b) If the third party is an individual, then the individual:
 - Must sign acceptance of all the terms and conditions of this agreement;
 - Hereby accepts responsibility for the repayment of the entire debt; and
 - Expressly waives the rights of exclusion and division.
- 3.2.4 The price payable will be submitted by the method of payment you have indicated on your registration form.
- 3.2.5 All payments due in terms of this agreement will be paid on or before the due date for payment.
- 3.2.6 We are entitled to levy an administration charge, which you agree to pay, if any debit order or other form of payment is returned unpaid or if your credit card payment is rejected for whatever reason.*
- 3.2.7 Student/Payee acknowledges that the onus is upon themselves to ensure that the monthly payments are made.
- 3.2.8 REGENT Business School reserves the right to change the debit order date to accommodate Public Holidays, weekends, etc.

Payer to
Initial Here

3.3 What happens if you don't pay us on time*

- Please note that the following points apply to both the student and the payer of the account.*
- 3.3.1 If you breach any of the terms of this agreement by failing to pay any instalment within 14 (fourteen) calendar days after its due date, then we shall:
 - a) Inform the respective credit bureaus of your payment default; and
 - b) Send you a Section 129 (of the National Credit Act 2005) demand by registered post giving you 10 (ten) business days to pay the debt.

- 3.3.2 The student hereby agrees and acknowledges that should a student or account payer fail to make two consecutive payments then, at the sole discretion of REGENT Business School, s/he may be barred from receiving any further study material, tuition, and submitting assignments.
- 3.3.3 In terms of the demand you may refer the debt to a debt counsellor, alternative dispute resolution agent, consumer court or ombudsman with jurisdiction, with the intent that you and us resolve any dispute regarding the debt, or develop and agree on a plan to settle the debt.
- 3.3.4 If 10 (ten) days have passed since we delivered the Section 129 notice to you and there has been no response to that notice, or if you have responded to the notice by rejecting our proposals, then we shall be entitled to proceed against you for the recovery of the debt without further notice.
- 3.3.5 You shall be responsible for the cost of all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses, on an attorney own client scale including collection commission at 10% (ten percent) per instalment irrespective of the maximum laid down, incurred as a result of any breach of this agreement.
- 3.3.6 Charges/Bank Fees to be recovered from Payer if a debit order is rejected.

4. Your personal information

- 4.1 You warrant that the information disclosed in this agreement is true and correct in every respect and it shall be a material breach of this agreement if such information or part thereof is found to be fraudulent, untrue or incorrect. (Please note that this applies to both the student and the payer of the account.)
- 4.2 You undertake to notify us in writing of any material changes to your contact details, including, but not limited to your business, postal or residential addresses, home, work or cell phone numbers, banking details and email addresses, within 7 (seven) days of such change. (Please note that this applies to both the student and the person responsible for payment.)
- 4.3 Please note: You consent to us performing credit bureau enquiries from time to time through any credit bureau or similar institution in order to ascertain your personal circumstances, credit history and credit worthiness.*
- 4.4 You consent to us obtaining, using and disclosing your personal information, when necessary, as follows:
 - (a) to provide the materials to you and otherwise perform our obligations and enforce our rights under this Agreement;
 - (b) to inform you of our other programmes, products and/or services that may be of interest to you;
 - (c) with companies in our group, (associated companies, student study groups and/or third parties) to enable them to inform you of other products and/or services that may be of interest to you; and
 - (d) to attorneys and debt collection agencies, if you are in breach of this agreement.*

Initial Here

Initial Here

Initial Here

5. Your rights to debt review*

- 5.1 In terms of the National Credit Act (section 86(1)), you may apply to a debt counsellor in the prescribed manner and form in order to have you declared over-indebted.*
- 5.2 However, section 86(2) specifically provides that if we have proceeded to take section (129) steps against you, then you may not make use of debt review.*

6. Your rights to settle debts*

- 6.1 You are entitled to settle your debts any time, with or without advance notice.*
- 6.2 The amount required to settle a debt is the total of the unpaid balance of the principle debt at that time and the unpaid interest charges and all other fees and charges payable by you to us up to the settlement date.*

7. Limitation of our liability

We will not be liable in any way whatsoever, for damages, liability or losses (whether direct, indirect or consequential) suffered by you, or the third party, or your parent/guardian or custodian, resulting from the use of the material, or arising from this agreement, unless such damages, liability or losses are direct results of our gross negligence.

8. General

- 8.1 Course fees exclude:
 - (a) Registration fees for Institutes and other external bodies; and
 - (b) Exam fees; and
 - (c) Cancellation fees.
 - 8.2 Certificates/Diplomas will only be issued once your account has been settled in full and all applicable exams and tests have been completed and you are declared competent.
 - 8.3 We do not accept responsibility for your eligibility or entry for public examinations.
 - 8.4 Results will only be issued to the registered student.
 - 8.5 We do not accept responsibility for your eligibility or entry into any external Institution or Examining Body.
 - 8.6 You and the third party choose the address as disclosed in this agreement as your and the third party's domicilium citandi et executandi for all purposes arising from this agreement.
 - 8.7 No relaxation or indulgence, which we may extend to you, shall affect our rights under this agreement. (Please note that this applies to both the student and the person responsible for payment.)
 - 8.8 All liabilities or obligations arising under this agreement shall be enforceable against you after termination of this agreement.*
 - 8.9 This agreement constitutes the whole agreement between you and no variation, deletion, or addition will be valid, unless it is in writing and signed or published by us, as is appropriate. (Please note that this applies to both the student and the person responsible for payment.)*
 - 8.10 You consent to the jurisdiction of a Magistrate's Court having jurisdiction, regarding any legal action issued by us against you arising from this agreement, and you also consent to the issuing of proceedings out of the High Court, if we choose to do so. (Please note that this applies to both the student and the person responsible for payment.)*
 - 8.11 You reserve the right to cancel this agreement in writing within **30 (thirty)** days from date of registration, whereafter this agreement shall not be cancelled without our consent; and in accordance with the programme and plan selected a 50% cancellation fee will be payable on cancellation, if granted, taking various factors into consideration, such as administration costs, postage/courier costs incurred, study material, etc.*
 - 8.12 A 100% cancellation fee will apply after the stipulated period, as mentioned above (8.11). Refunds amounting as a result of cancellation, if granted, will be determined by the Review Committee.
 - 8.13 All refunds that may be due in terms hereof shall only be payable after a period of **30 (thirty)** days after the said refund has been approved by the Review Committee. No refund shall be payable unless approval of the Review Committee is obtained, and all their requirements are met/satisfied. A deregistration form needs to be completed to process any cancellation.
 - 8.14 Refunds, as a result of a cancellation, will be determined by the Review Committee. A reasonable cancellation fee will be payable, taking into account various factors including but not limited to cost of study material supplier cost, postage/courier cost, administration cost, etc.
 - 8.15 This agreement is subject to acceptance, which will be communicated in writing to you. Rights are reserved to enrol students upon meeting all Academic and Financial requirements.
 - 8.16 REGENT Business School shall accept that all rules and regulations are read, and fully understood by each student. The rules and regulations published in the REGENT Business School General Handbook are subject to change if such changes are academically warranted. REGENT Business School undertakes to update the student in the event changes are made to the rules and regulations.
 - 8.17 REGENT Business School does not guarantee employment.
- For more information and to view the REGENT Business School Student Prospectus refer to www.regent.ac.za

Initial Here

DDMMYYYY

Signed by Student

Co-signed by parent/guardian/custodian (if student is under 18) or parent/guardian (responsible for payment*)

Account Payer/Guarantor* Business/individual

Spouse of Account Payer (If married in community of property)

Signature(s) denote acceptance of terms and conditions of contract

* Please note that 'you' and 'your' in these clauses refer to the person responsible for payment, whose particulars appear under section 4 of the registration form.