

2 Year Digital Design Full Time Course 2010/2011 Contract of Enrollment

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ARTS

A Student Details

First Names: _____

Surname: _____

Date of birth: _____

Residential Address: _____

Code: _____

Tel No: _____

Email: _____

Postal Address: _____

Code: _____

I.D. Number: _____

B Account Payer (Parent/Guardian) Details

First Names: _____

Surname: _____

Residential Address: _____

Code: _____

Tel No: _____ Cell No: _____

Email: _____

Postal Address: _____

Code: _____

I.D. Number: _____

Friends of Design
Academy of Digital Arts (PTY) LTD

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Business Partners Building
60 Sir Lowry Road
Cape Town 8001
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info@friendsofdesign.net
www.friendsofdesign.net

School Director:
Eva Csernyanszky
CK Reg. No 2009/014115/07



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C Terms and Conditions of Enrolment at Friends of Design – Academy of Digital Arts (hereinafter referred to as “Friends of Design”)

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By acceptance to Friends of Design and where the Student has entered upon studies at Friends of Design pursuant to the contract entered into between him/ her and Friends of Design, the Student, lawful guardian and/or sponsor shall, together with the Student, be liable jointly and severally for the due fulfillment of all terms of the Contract of Enrolment. The student, lawful guardian and/or sponsor are herein collectively referred to as the “Student”.

1 General

- 1.1. The Student will comply with all the rules and regulations of Friends of Design as may be laid down from time to time with the intent and purpose of entering the highest possible academic standard and the best creative results from the whole student body.
- 1.2. A minimum of 12 Students is required for the course to commence.
- 1.3. The Students hereto accept that Friends of Design shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons therefore. Friends of Design shall further have the right to alter timetables and course commencement dates where necessary;

2 Student fees

- 2.1. An enrollment fee of 10 % of the gross yearly course fee as set out in the “Schedule of Fees” annexed hereto, which forms part of this Enrolment Contract, is required 21 days prior to the commencement of the course. Friends of Design keeps the enrolment fee as deposit and will refund the enrollment fee to the Student in the last month of training in the 2nd year, subject to no outstanding payments due of the Student to Friends of Design.
- 2.2. The Student can choose the method of payment as set out in the Schedule of Fees attached hereto.
- 2.3. The Student accepts a fee increase in the 2nd year of studies at a rate equal to the yearly Consumer Price Index (Inflation) figure in the month of November of the 1st year of studies as published by the Reserve Bank of South Africa.
- 2.4. In the event of any fees due by a Student being unpaid on due date, the full balance of such fees remaining unpaid shall become immediately due and payable and interest shall be charged by Friends of Design on the amount due from due date of payment at a rate equal to the prime overdraft rate charged from time to time by the bankers of Friends of Design plus 2%.
- 2.5. In the event of any fees due by a Student being unpaid on due date Friends of Design reserves the right to suspend the training for the Student in arrears with the payment. The suspension of the training does not affect this Contract of Enrolment and particularly not the Student’s obligation to payment of the tuition fees due.
- 2.6. In the event of any fees due by a Student being unpaid and after a letter of final demand for payment and the Student remaining in breach of his/her obligation to payment of the tuition fees despite seven (7) days written notice of the breach then, and notwithstanding anything to the contrary contained herein, Friends of Design shall be entitled to cancel this Contract of Enrolment and to terminate the Student’s registration as a Student of Friends of Design. In the event of such cancellation and without prejudice to any further claim for damages that Friends of Design may have Friends of Design shall be entitled to retain all monies paid in terms of this Contract of Enrolment and to claim payment from the Student for the balance of tuition fees due.
- 2.7. A statement of accounting reflecting the amount due by the Student is hereby agreed to be

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prima facie evidence of the amount due and to support an Application for Summary Judgment by Friends of Design against the Student. Friends of Design reserves the right to cede the collection of fees to a finance house or any other institution.

- 2.8. In the event of any proceedings being instituted by Friends of Design against the Student then, by the signature hereto, the Student consents, in terms of Section 45(1) of Magistrate's Court Act No 32 of 1994, as amended from time to time, to any proceedings which may be instituted in the Magistrate's Court which has jurisdiction in terms of Section 28(1) of the Magistrate's Court, as so amended, notwithstanding the amount of the claim.
- 2.9. The student shall be liable for all legal costs and charges on an attorney and client scale incurred by Friends of Design, as well as all tracing costs, collection costs, and any other disbursements which are incurred in recovering monies which may at any time be owed by the Student to Friends of Design.
- 2.10. Students will not receive reports, diplomas or exam results unless account is paid up in full.
- 2.11. No reservation is confirmed until the enrollment fee is paid in full.

3 Cancellations and "no-shows"

- 3.1. If a course is cancelled by Friends of Design registered Students will be offered to transfer to another course or given a full refund. Friends of Design shall not be liable for any other consequential loss.
- 3.2. Cancellation of registration by a Student should be made in writing or by email at least 10 working days before the course starts. A full refund of the course fees will be made, less 10% of the enrolment fee for administration costs.
- 3.3. On cancellation by a Student less than 10 working days before the course commences, the enrollment fee will not be refunded.
- 3.4. Registered Students who cannot attend may, in writing, provide a substitute or reschedule.
- 3.5. Should a Student fail to arrive for the course, he shall not be entitled to claim any reimbursement and the full course fee will be charged.
- 3.6. In the event of any Student desiring to terminate studies, for any reason whatsoever, this shall not absolve the Student or other Students to this contract from full liability for the payment of fees and any other charges.
- 3.7. The Student's failure to attend lectures for whatever reason shall in no way entitle him/her to a reduction in fees, nor will it absolve him/her or the other Students to this document from full liability for the payment of fees and other charges.
- 3.8. No cancellation of this contract shall be of force or effect without written consent thereto Friends of Design;
- 3.9. Friends of Design shall have the right at its sole discretion, to cancel tuition in any course or subject initially advertised and offered, on the basis of insufficient demand. Friends of Design further reserves the right to combine classes of a similar academic level and content.
- 3.10. In the event that Friends of Design is certain that a student will not be able to gather the minimum credits required to award the certificate for the programme, Friends of Design may cancel the Contract of Enrolment with the student. In such an event the student may be entitled to a refund of 30% of the remaining study fees for the year, which are calculated pro rata from the date of the cancellation of the Contract of Enrolment. The deposit will not be refunded in this event.

4 Indemnification

- 4.1. The Student hereby indemnifies Friends of Design against any risk, loss or damage of whatsoever nature or kind arising out of any claim, which may be preferred against Friends of Design as a result of any happening of whatsoever nature or kind which may take place on the premises of Friends of Design, or in connection with the affairs and activities of

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Friends of Design in which the Student takes part. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage arising out of the death, bodily harm, loss of health or illness of any Student howsoever caused.

- 4.2. Furthermore the Student hereby holds Friends of Design free from any claim of whatsoever nature or kind arising out of any loss or damage which may be suffered by the Student whilst on the premises of Friends of Design or in connection with the activities of Friends of Design, arising from any cause whatsoever. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage to any property owned by or in the custody of any Student, howsoever caused.
- 4.3. The Student hereby indemnifies Friends of Design against any claim made against Friends of Design in respect of any damages arising out of the fault of the Student.
- 4.4. The Student shall be responsible to pay for all damage or loss caused by the Student to any property of Friends of Design or any other person lawfully on the premises of Friends of Design.
- 4.5. The Student accepts that any productions, including film, video, sound tracks, writings, recordings or any other products emanating from Student endeavours during any course at Friends of Design, shall vest in Friends of Design to whom all copyrights and ownership therein shall belong and without whose written permission no use may be made for broadcast or any other purpose.

5 Non variation clause

- 5.1. No warranty or representation express or implied or variation of this Contract of Enrolment shall affect the terms hereof unless such warranty of such representation or variation shall be reduced to writing under the hands of the parties hereto.
- 5.2. The terms of this Contract of Enrolment shall novate, cancel and supersede the terms and conditions of all prior negotiations, documents, letter or verbal communications between the parties hereto with the intent and purpose that the terms and conditions hereof shall be deemed to constitute the sole memorial of the Contract of Enrolment between the parties.
- 5.3. If any provision of the Contract of Enrolment is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

D Schedule of Fees

- 1 Enrolment Fee
The Enrolment fee for the year 2010 is in **Eur 400.00**
- 2 Yearly Course Fee 2010
- 3 The yearly course fee for the year 2010 is Eur **3960.00**
- 4 and is payable according to the following methods of payments which entitles the Student to the following discounts of the annual course fees:
 - 4.1. Full amount for the year before 25 January 2010 (5% discount)
 - 4.2. Two equal installments (2% discount), first installment by 25 January 2010, second installment by 25 May 2010
- 5 The yearly course fee for 2010 will have the yearly course fee of the first year tuition as a base and will be increased by the percentage equal to the yearly Consumer Price Index (Inflation) figure of November 2010 as given by the Reserve Bank of South Africa. The same payment methods with the equivalent discounts as set out in lit. 2.1. to 2.3. above are applicable.

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E Declarations of Intention

I,

a. _____ (Name of student)

b. _____ (Name of account payer)

1 confirm that upon acceptance of this Contract of Enrolment I shall be bound by the Terms and Conditions as set out herein, the content of which I have read and understood;

2 elect the following payment option for the payment of all scheduled fees in terms of the Schedule of Fees, which forms part of this contract.

Payment in full

2 equal payments

11 monthly payments

Place: _____

Date: _____

Signature of student: _____

Signature of account payer (parent / guardian): _____

Acceptance: _____ **Date:** _____

For and on behalf of Friends of Design

Please provide the school with the following on the first day of training:

- » photocopy of your ID / Passport
- » original or photocopy of your deposit slip, reflecting the relevant amount
- » 2 passport size photos for your student card

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