

1 YEAR CONCEPT ART FULL TIME COURSE 2018 - CONTRACT OF ENROLMENT

A COURSE DETAILS

I wish to enrol in the following course:

1 Year Full Time Course in Concept Art

The enrolment fee for 2018 includes a 1 year licence for the Adobe Master Collection, renewable annually and a Wacom Intuos tablet.

B STUDENT DETAILS

First Name/s

Surname

ID Number

Date of Birth

Telephone Number

Cellphone Number

Email Address

Postal Address

Code

Residential Address

Code

C PARENT/GUARDIAN 1 DETAILS

First Name/s

Surname

ID Number

Date of Birth

Telephone Number

Cellphone Number

Email Address

Postal Address

Code

Residential Address

Code

C PARENT/GUARDIAN 2 DETAILS

First Name/s

Surname

ID Number

Telephone Number

Email Address

Postal Address

Code

Residential Address

Code

D ACCOUNT PAYER DETAILS

First Name

Surname

Residential Address

Code

Telephone Number

Cellphone Number

Email Address

Postal Address

Code

E TERMS AND CONDITIONS OF ENROLMENT AT FRIENDS OF DESIGN – ACADEMY OF DIGITAL ARTS (HEREINAFTER REFERRED TO AS “FRIENDS OF DESIGN”)

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 15 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 The annual course fee is set out in the Schedule of Fees attached hereto and
- 2.2 The Student can choose the method of payment as set out in the Schedule of Fees attached hereto.
- 2.3 A non-refundable enrollment fee of ZAR 3000 is required to reserve the seat for the studies. In case of completion of the course enrolled in, the amount of ZAR 2500 of the aforementioned enrollment fee is paid towards the annual course fee and the remaining amount of ZAR 500 is used as a general admin fee.

- 2.4** In the event a student chooses to enroll for more than one one-year programme the annual course fee of the year of the first programme enrolled in is applicable as course fee for the following year(s), subject to completion of all programmes enrolled in. In the event of non-completion of the programmes enrolled in, the general course fee of the year of study as set out in the Schedule of Fees for the year of non-completion of the programme is applicable as the basis for the calculation of the Cancellation fee as set out in Section 3.5 and 3.6 below as if the student hadn't enrolled for more than one one-year programme.
- 2.5** 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 of 2% per month or part thereof, or alternatively at the maximum rate of interest permissible by law, calculated from the date of due payment to the date of actual payment.
- 2.6** 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.
- 2.7** 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.
- 2.8** A statement of accounting reflecting the amount due by the Student is hereby agreed to be 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.
- 2.9** 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.
- 2.10** 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.
- 2.11** Students will not receive reports, certificates or exam results unless account is paid up in full.
- 2.12** No reservation is confirmed until the enrolment 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 must 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 the non-refundable enrolment fee of ZAR 3000 as set out in Section 2.3. above.
- 3.3** Should a Student fail to cancel less than 10 working days before the course starts or fail to arrive for the course, he or she shall not be entitled to claim any reimbursement and the full course fee plus the general administration fee of ZAR 500 as set out in Section 2.3. above will be charged.
- 3.4** In the event of a Student desiring to terminate studies, for any reason whatsoever, the cancellation must be made in writing to Friends of Design with a 20 days notice period and the student shall be liable to pay the reasonable cancellation costs which Friends of Design has determined to be reasonable at 80% (eighty percent) of the annual course fee charged which the student and the account payer hereby agree to by his/her signature. However, at the discretion of Friends of Design, and subject to the parties reaching

agreement on the relevant terms and conditions, full tuition value may be given instead, within the same academic year, to the student or (at the election of the student) a member of his/her immediate family. Any student shall only be entitled to cancel under this clause up until the 30th of June of the year of registration. No cancellation will be accepted after the 30th of June.

- 3.5** In the event a student is enrolled in more than one one-year programme and cancels his/her studies after the 1st or 2nd year of the studies, the reasonable cancellation costs of 80% as per Section 3.5 above are calculated on the basis of the general course fees for the year of cancellation as set out in the Schedule of Fees as if the student hadn't enrolled for more than one one-year programme.
- 3.6** 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.
- 3.7** 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.
- 3.8** 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.

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 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.

F SCHEDULE OF FEES

- The annual course fee for the year 2018 is ZAR 74500.00
 - A non-refundable enrollment fee of ZAR 3000 is required to reserve the seat for the studies.
In case of completion of the course enrolled in, the amount of ZAR 2500 of the aforementioned enrollment fee is paid towards the annual course fee and the remaining amount of ZAR 500 is used as a general admin fee.
- 1.1. Full amount for the year before 22 January 2018 (5% discount).
 - 1.2. Full amount for the year before 22 January 2018, and receive a free iPad mini.
 - 1.3. Two equal installments (2% discount), first installment by 22 January 2018, second installment by 03 June 2018.
 - 1.4. 11 monthly installments per year, starting in February and ending in December.
Installments are payable ONLY by debit order.

G DECLARATIONS OF INTENTION

I,

a. Name of Student

b. Name of Account Payer

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;

select 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

Payment in Full with iPad mini

2 Equal Payments

11 Monthly Payments

Place

Date

Signature of Course Participant

Signature of Account Payer

Acceptance

For and on behalf of Friends of Design

Date

H DECLARATIONS OF UNDERSTANDING

I, the undersigned, parent, or guardian of minor, acknowledge and understand

that the 1 year Concept Art course is NOT

- a Higher Education Programme in terms of the HIGHER EDUCATION ACT 101 OF 1997
- a "Programme" in terms of the REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS, 2016
- leading to a 'qualification' in terms of the REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS, 2016
- a 'registered programme' since it is not approved by the registrar In terms of regulation 14(4) and (5) and included in a registration certificate in terms of regulation 20 terms of the REGULATIONS FOR THE REGISTRATION OF PRIVATE HIGHER EDUCATION INSTITUTIONS, 2016

At the end of this course the student will receive a non-NQF aligned certificate of completion and statement of results.

The aim of the year is further to create an industry-ready portfolio which is essentially the CV in the creative industry.

Place

Date

Signature of Course Participant

Signature of Account Payer

MONTHLY DEBIT ORDER FORM

FROM

Name of Student

Name of Debtor

Email

Address

Code

BANK DETAILS

Account Holder's Name

Bank

Branch Name and Town

Branch Code

Account Number

Type of Account Current Savings

Monthly Amount R6773.00

Date in Month 3rd Day of Each Month

Commencing from 3 February 2018 to 3 December 2018

I/We hereby request and authorise Friends of Design to draw against my/our account with the abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) the abovementioned sum according to the terms stipulated.

All such withdrawals from my/our account by Friends of Design shall be treated as though they had been signed by me/us personally.

In the event of the debit order being declined, Friends of Design reserves the right to resubmit the debit order during the same month or to submit the debit order more frequently at a reduced amount on a different date, while not exceeding the original amount agreed upon.

Receipt of this instruction by you shall be regarded as receipt by my/our bank.

Should a debit order be declined by my bank for whatsoever reason (for example, insufficient funds) I/we hereby agree that an Unpaid Debit Order Fee of R 95.00 will be charged. The fee will be deducted off the deposit.

ASSIGNMENT

I / We acknowledge that this Authority and Mandate has been ceded to Netcash (Pty) Ltd as per your agreement with Netcash (Pty) Ltd, but in the absence of such assignment of the Agreement, this Authority and Mandate will be null and void.

In terms of the National Credit Act (Act No. 34 of 2005); we hereby consent to credit checks being conducted on the person/s signing this authority as and when the need arises and duly consent to such enquiries being performed.

Signed in Cape Town on the _____ day of _____ in the year _____

Name

Signature (Signature as used in the capacity for signing cheques)

IMPORTANT: A cancelled cheque/bank statement should be attached for bank identification purposes.

SUBMISSION REQUIREMENTS

CONCEPT ART

This 1yr Concept Art course is a full time programme which requires you to be an active member of classroom activities. In order to determine if you are ready for the work set out, we have a few questions to ask you and need to gauge your current skill level in terms of artistic ability. Please provide answers to all the questions and submit the portfolio (PDF or Printed A4) with the documents requested in the enrolment application form.

Submission Requirements

- You must be 18yrs or older – please submit a certified copy of your ID
- You must have Matric or a Grade 12 pass - please also include any other qualifications as well

Question 1 – Motivation

In an essay or a video, tell us about who you are.

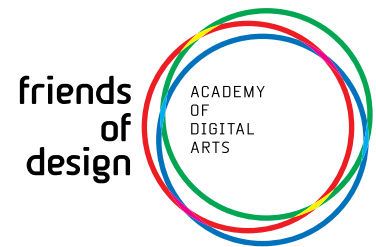
For example: Tell us about your achievements and where you see yourself in 5 years. Provide details on what inspires and motivates you. Why do you want to attend Friends of Design? What has been an influencing factor on your life and what role within the creative industry are you are most interested in?

Question 2 – Drawing Portfolio

Please submit the following:

- 1 x Reproduced image on A4. Copy a photograph using grey pencils or similar medium. Please scan or provide the original reference image.
- 1 x Drawing from life. A4. Draw a scene/object of your choice from real life. Take a photo of the scene and include with your submission.
- 1 x Original drawing or illustration of something that does not exist. A4. The theme is up to you.
- 5 x Other free choice artworks. These can be drawings / paintings / illustrations you have done before.

Please send all the above to **Chanelle Perumal** chanelle@friendsofdesign.net in a zipped file by no later than **Friday 1st December 2017**.



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AUTHORISED
Training Centre



Authorized
Training Center

CHECKLIST | COMPLETED APPLICATION FORM

Initialed each page

Signed on Page 6 and 7

Account Payer signed on page 6 and 7

certified copy of ID attached

certified copy of latest school certificate / results attached

Submission Requirement questions answered

Submission Requirement creative tasks completed

Portfolio items attached