

REGISTRATION CONTRACT – TERMS AND CONDITIONS FOR SEMESTER AND ANNUAL REGISTRATIONS

When you register with Edge Business School, the signatories to this contract agree and accept the following terms and conditions of registration with Edge Business School (Pty) Ltd (hereafter referred to as EBS). You may complete this contract in hard copy by printing and signing it OR you will signify your agreement to these terms and to be bound by them if you click to accept or agree to these terms where on the EBS registration portal it offers an option to do so. You warrant that you are authorized to do so.

If you do not understand anything in this contract, please contact us to explain what you do not understand before you accept this contract.

1. Financial

- 1.1 The signatories acknowledge that they will be jointly and severally liable to EBS for payment in full of all fees and other charges ("the contract amount") as detailed in the registration form, subject to the terms and conditions set out below, and that, having regard to all their financial obligations, they have **sufficient funds to make all the payments in terms of this contract on due date.**
- 1.2 Payment of the contract amount in full in terms of payment Method "A" must be received on or before the *due date* as set out on the registration form under PAYMENT OPTIONS. Should this payment not be received by the due date, the contract amount as set out in Method "B" of this registration contract may, at the sole discretion of EBS, be charged and EBS may, at its election, issue the signatories with new payment details, including the recalculation of fees due, in accordance therewith.
- 1.3 The "contract amount" includes deposit, tuition fees, notes which the student may use for their sole use and where applicable an administration fee but (unless otherwise specified) does not include: textbooks, stationery or other items. The signatory/ies will be responsible for any specialised consumables used during the programme / qualification, including but not limited to: UNISA, CIMA or ICB material, data costs, specialised stationery, printing of assignments, CD's, toolkits or any other material. Edge notes do not replace prescribed textbooks.
- 1.4 This contract may not be cancelled unless –
 - 1.4.1 The student fails to satisfy the **qualification entrance requirements** of the applicable external provider or examining body or EBS (in which event the signatories shall be entitled to a refund of the contract amount, or any portion thereof paid to date. Refunds are at the sole discretion of EBS. This clause is not applicable where a student has met qualification entrance but has not met examination entry requirements. **Where a student does not meet exam entrance for any reason whatsoever, the account remains in force and the account payer remains liable for the full contract amount.**
 - 1.4.2 Insufficient enrolments are received at EBS; it will be at EBS's sole discretion which will not be unreasonably exercised, the running of the programme for which the student has enrolled (in which event the signatories shall be entitled to a refund, at the sole discretion of EBS, of the contract amount, or any portion thereof paid to date); or
 - 1.4.3 The student has been expelled following due process; in which event the fees will not be refunded and the signatories will remain liable for the balance of outstanding fees.
- 1.5 In the event of 1.4.1 or 1.4.2 above, EBS will refund all monies calculated as due and payable in terms of the EBS Cancellation Policy above. Notes issued must be returned to EBS.
- 1.6 If a face-to-face student is suspended from attendance for any reason whatsoever, but not expelled, following due process, the fees payable by the signatories will not be adjusted or reduced at all as a consequence of non-attendance and the signatories will remain liable for payment of the full contract amount.
- 1.7 The student or his/her parents or guardians must give **written and signed notice of the student's intention to deregister**, to the General Manager, provided however that any student, who has registered for a programme of study and **who deregisters for any reason during the year, remains liable, together with the signatories, for payment of fees** as set out herein. In the event of 1.4.1 or 1.4.2 above, EBS will refund all monies calculated as due and payable in terms of the EBS **Deregistration Policy**.

Initial



1.8A **In the case of a semester based registration for University Extra Lessons, the EBS Deregistration Policy states:**

1.8A.1 If a student deregisters within the first **14 days** of the course module commencing, he/she is entitled to a full refund of the tuition fee less R1 000 administration fee*. All course material issued must be returned, failing which the cost thereof will be deducted from any refund due.

1.8A.2 If a student deregisters **after the first 14 days** of the course module* commencing, he/she will not be entitled to any refund of fees and all outstanding fees must be paid in accordance with the registration contract and within the time periods specified. Initial

1.8B **In the case of a semester based registration for CIMA tuition, the EBS Deregistration Policy states:**

1.8B.1 If a student deregisters within the first **14 days** of the course module commencing, he/she is entitled to a full refund of the tuition fee less any cost incurred by EBS for the CIMA prescribed books and less a R1 000 administration fee*. All EBS course material issued must be returned, failing which the cost thereof will be deducted from any refund due.

1.8B.2 If a student deregisters **after the first 14 days** of the course module* commencing, he/she will not be entitled to any refund of fees and all outstanding fees must be paid in accordance with the registration contract and within the time periods specified. Initial

1.8C **In the case of a semester based registration for ICB tuition, the EBS Deregistration Policy states:**

1.8C.1 If a student deregisters within the first **14 days** of the course module commencing, he/she is entitled to a full refund of the tuition fee less any cost incurred by EBS for the ICB prescribed books and less a R1 000 administration fee*. All EBS course material issued must be returned, failing which the cost thereof will be deducted from any refund due.

1.8C.2 If a student deregisters **after the first 14 days** of the course module* commencing, he/she will not be entitled to any refund of fees and all outstanding fees must be paid in accordance with the registration contract and within the time periods specified. Initial

1.9A **In the case of an annual based registration for face to face University Extra Lessons, the EBS Deregistration Policy states:**

1.9A.1 If a student deregisters within the first **14 days** of the course module commencing, he/she is entitled to a full refund of the tuition fee less R1 000 administration fee*. All course material issued must be returned, failing which the cost thereof will be deducted from any refund due.

1.9A.2 If a student deregisters after the first 14 days but within 30 days of the course module commencing, he/she is entitled to a refund of 50% of the tuition fee less the R1 000 administration fee*. All course material issued must be returned, failing which the cost thereof will be deducted from any refund due. Initial

1.9A.3 If a student deregisters **after 30 days** of commencement of the course module, he/she will not be entitled to a refund of any fees and all outstanding fees must be paid in accordance with the registration contract and within the time period specified. Initial

1.9B **In the case of an annual based registration for face to face CIMA tuition, the EBS Deregistration Policy states:**

1.9B.1 If a student deregisters within the first **14 days** of the course module commencing, he/she is entitled to a full refund of the tuition fee less any cost incurred by EBS for the CIMA prescribed books and less R1 000 administration fee*. All EBS course material issued must be returned, failing which the cost thereof will be deducted from any refund due.

1.9B.2 If a student deregisters after the first 14 days but within 30 days of the course module commencing, he/she is entitled to a refund of 50% of the tuition fee less any cost incurred by EBS for the CIMA prescribed books and less the R1 000 administration fee*. All course material issued must be returned, failing which the cost thereof will be deducted from any refund due. Initial

1.9B.3 If a student deregisters **after 30 days** of commencement of the course module, he/she will not be entitled to a refund of any fees and all outstanding fees must be paid in accordance with the registration contract and within the time period specified. Initial

* The administration fee applies per module.

1.9C **In the case of a semester or an annual based registration for online University Extra Lessons, CIMA tuition or ICB tuition, EBS does not allow for a deregistration as all material (EBS notes and videos) appear in the google classrooms and is available to students on registration. Students have access to the full programme on registration. Therefore, all fees remain due as originally contracted.** Initial

- 1.10 Should any monies due by the student or the signatory under this contract not be paid on the due date, the student may be excluded from (i) attending further lectures (face-to-face students), and/or (ii) access to EBS and all other facilities (face-to-face students) including blocking access to any google offerings (all students) pending resolution of any amounts due by the student or until such time as all monies due have been paid in full. This is without prejudice to any other rights of EBS. Exclusion, as set out above, will not relieve the signatory/ies of any obligation to pay the contract amount, or any balance outstanding.
- 1.11 The signatory/ies will remain liable for all expenses incurred by EBS as a result of any breach on his / her / their part of this contract and acknowledge that this may include legal, tracing and collection costs.
- 1.12 If any payment due under this contract remains unpaid for a period of thirty (30) days after the due date thereof, the entire outstanding balance will immediately become due and payable. In addition, thereto, interest on the outstanding amount due will be charged at the maximum rate permitted by law, from time to time, as determined by the National Credit Act (Act 34 of 2005).
- 1.13 Should the signatory/ies choose to make payment in cash, EBS will not be held responsible for loss of cash unless this is personally handed to the cashier and an official Edge Business School receipt is received for the cash payment. EBS prefers that payments not be made in cash and reserves the right not to accept cash.

Payment may be made via EFT to:

Edge Business School

Bank	:	Standard Bank
Branch	:	Greenstone
Branch Code	:	016342
Account number	:	272682241
Reference	:	Name or UNISA or CIMA or ICB Student number

A fee of R200 per transaction will be charged to a student's study fee account for all dishonoured debit order or payfast transactions.

Overdue accounts and accounts handed over for collection

No student will be allowed to re-register with EBS until all outstanding debt of previous registration periods has been settled in full. Students with long overdue balances on their accounts may be handed over to a third party for collection. Any collection/legal costs that may arise from the account being handed over will be for the account of the student. Payment or arrangements thereof of overdue accounts handed over for collection should be made with the collection company concerned.

Initial

PAYMENT OPTIONS

Students must be properly registered (signed T&Cs, payments received as per payment option method selected and required documentation submitted) in order to have access to online help.

*** For payment on the instalment / debit order method, the debit order application form must be completed and submitted at registration.** The dates for collection will be as stated under Method B for the applicable registration.

Please ✓ the method of payment applicable to this registration

Method A Settlement of fees in full at registration

The full amount of tuition fees due for the semester or the year is settled at registration. The due date for settlement is the date for first access to the online programme.

Method B Debit Order or Payfast system

Undergraduate university extra lessons, UNISA, CIMA and ICB – semester registrations: For students who choose to pay their account over 4 months, there is an administration fee of 5% of their tuition fees.

Where the 4 month instalment period is applicable: The administration fee is added to the tuition fees and total fees are collected via debit order or via payfast in 4 monthly instalments as follows:

At registration (July)	¼ of the tuition and administration fee.
31-Aug-20	¼ of the tuition and administration fee.
30-Sep-20	¼ of the tuition and administration fee.
31-Oct-20	¼ of the tuition and administration fee.

All Full time and Part Time CIMA and ICB students must pay for their textbooks at registration, as well at the first ¼ of their tuition fees. Quotations are available from cherinem@ebs.co.za

Postgraduate registrations: For students who register from June 2020, there is an option to pay over 4 months.

Where the 4 month instalment period is applicable: The administration fee is added to the tuition fees and total fees are collected via debit order or via payfast in 4 monthly instalments as follows:

At registration (June)	¼ of the tuition and administration fee.
31-Jul-20	¼ of the tuition and administration fee.
31-Aug-20	¼ of the tuition and administration fee.
30-Sep-20	¼ of the tuition and administration fee.

For all instalment payments:

A student who registers after the 1st instalment due date; the initial sum paid to EBS must include amounts due by the stated dates.

Initial

2 General

- 2.1 EBS is committed to protecting our users' privacy as per the Protection of Personal Information Act, 2013. The collected personal information is stored in databases to which access is strictly controlled and is accessible only to staff, who in the course of their duties need to have access to such information. No personal information about a user will be disclosed to third parties without the user's permission or due process.
- 2.2 EBS may use any images (photograph or other) taken of the student in any advertising without restriction. The student consents thereto.
- 2.3 The signatory/ies warrant that the information submitted on the registration contract is both true and correct.
- 2.4 The Edge study material that is made available online remain the intellectual property of EBS (Pty) Ltd and students may not sell or distribute this material (including notes and videos). Should students make the study material available to students not registered for the course, EBS will pursue criminal charges and civil claims against the student distributing the study material.
- 2.5 Access to google classroom modules is only for the academic semester (undergraduate) or academic year (postgraduate) in which the student has registered at EBS and only until the date of the exam. The student is removed from accessing the google classroom once the exam for the module for which they registered at EBS has been written. Initial
- 2.6 The student is solely responsible for all service, telephony, data charges and/or other fees and costs associated with access to EBS online google offerings and use of these services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.
- 2.7 The student will not copy, modify, reverse engineer, reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from, deface, tarnish, mutilate, hack, interfere with, or otherwise use and exploit any content from EBS. This includes content and video recordings from the google offering.
- 2.8 All EBS material/notes/packs issued to students are copyright protected and no part of the material may be reproduced, distributed or transmitted in any form or by any means, including photocopying, recording or other electronic or mechanical methods.
- 2.9 EBS reserves the right to cancel and/or amend certification, programme syllabi, commencement and termination dates and timetables without prior notice, which discretion shall be exercised reasonably, to accommodate changing circumstances.
- 2.10 EBS, at its sole discretion, which discretion shall be exercised reasonably, may combine classes of similar academic level and content or cancel tuition in any programme or module advertised and offered, on an insufficient demand basis; provided that the contract amount shall be adjusted accordingly. The onus remains on the student to ensure that he/she is registered for the correct subject(s) / module(s), programme or qualification.
- 2.11 The student must familiarise himself/herself with the registration requirements, module/subject selection criteria, rules, regulations and prospectus, as well as any rules regarding the maximum completion time for the chosen qualification. Accordingly, the signatories, and more specifically the student, warrant that they have investigated the programme concerned to their satisfaction prior to the signing of this contract.
- 2.12 The signatory/ies acknowledge/s that they are aware of who the conferring body is for the qualification or programme of study for which the student registers as well as any particular information in relation to accreditation and registration of this programme of study. The signatory/ies acknowledge/s that they are responsible for registering with the external examining body, if any, for the qualification or programme of study for which the student registers and otherwise complying with any of the requirements of the external examiner including the payment of any fees.
- 2.13 The student and other signatories hereby confirm that the student will be provided with a copy of the EBS's T&Cs and student code of conduct within 14 days of commencement of classes. The student has 21 days within which to read and acquaint him/herself with the content thereof, and to familiarise him / herself with their application to the modules/ programme / qualification for which the student is registering. Thereafter it will be assumed that the student has read and understood such terms and conditions and code of conduct and that he/she has undertaken to abide by and comply with the terms thereof, as they may be amended from time to time.
- 2.14 The signatory/ies consent to EBS utilising electronic methods of communication (including SMS and email) in matters of an academic nature, or relating to scheduling of lectures, or similar issues.
- 2.15 EBS may from time to time institute rules and regulations deemed necessary relating to student conduct and other related matters.
- 2.16 Academic integrity is taken very seriously. Any violations of academic integrity by the student including, but not limited to, cheating or plagiarism, will result in disciplinary action being instituted against the student which could result in expulsion.

Initial



- 2.17 In the event of an act of God, war, insurrection, industrial or student unrest, natural disasters or other such events that may cause the temporary cessation of tuition or classes, EBS shall use its best endeavours to resume lectures as soon as is practically possible; however, no guarantees can be made in this regard.
- 2.18 The student and other signatories acknowledge that EBS has the right to view and obtain the student's results from external examining bodies. In addition, the student and other signatories consent to EBS providing confirmation of graduation or non-graduation to external bodies and will verify student's results upon request from external bodies.
- 2.19 The student and other signatories cede and assign to EBS, all rights, title and interest in and to any intellectual property that may be created in the course of any study or research project that the student undertakes or may undertake at EBS or that the student develops or may develop with the assistance of EBS's equipment and/or facilities. The student and other signatories furthermore acknowledge that and consent to the outcomes of any work undertaken by the student being used by EBS in marketing and promotion activities (including any competitions in to which student work is entered by EBS.
- 2.20 EBS may, at its discretion, report to the parent, guardian or bursar of the major fee contributor, any breach of rules and regulations by the student or on any other matter concerning the progress, conduct, or wellbeing of the student. The student consents to this.
- 2.21 No guarantees, promises or representations of any nature are made by EBS pertaining to the student's enrolment for programme(s) selected by the student with regard to the student's success or failure or otherwise.
- 2.22 Where at the discretion of the General Manager, a deferment of an EBS registered module has been approved, the module must be registered at EBS in the semester when next offered. Additional fees may be incurred where the price of the module in the following semester is higher than the fee when the module was first registered. The credit on an approved EBS deferred module will expire after 12 months.

3. Indemnity

EBS or any of its representatives shall not be liable for any loss or damage, howsoever sustained whilst the student is enrolled at EBS. The signatory/ies hereby indemnify EBS against all and any claims made by any person whatsoever in respect of any damage arising out of any grossly negligent or intentional acts or omissions by the student.

4. Addresses and notices:

For the purpose of this contract, and all notices and services in terms of this contract, the following Domicilium Citandi et Executandi addresses will be used:

Sandton City Office Tower, Mezzanine Level, 158 5th St, Sandhurst, Sandton, 2196

and for the candidate:

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Signed at on this day of 20.....

.....
 Student: Full name

.....
 Signature

.....
 Parent/Guardian: Full name
 (where student is under 18)

.....
 Signature

