

Terms and Conditions of Contract

1. General

- 1.1 A non-refundable application fee as per the latest price list issued by AAA is payable for HET Programmes and for SLP Programmes.
- 1.2 The student must pay the full deposit in order to be a registered Student at the Institution.
- 1.3 Students who fail to pay the full deposit by the 3rd February will not be allowed to attend classes unless there is a formal written agreement between the Student and the Campus Manager.
- 1.4 In the event that the Student wishes not to study at the Institution or to cancel this contract, he/she shall provide within 21 working days (cooling off period) a dated WRITTEN NOTICE from the date of registration thereof to the Campus Manager. The Student will remain liable from the date of registration for any amount owing to AAA up until the date of cancellation; and shall be liable for an administration fee. The administration fee levied will be as per the latest price list issued by AAA. The onus rests with the Student to ensure that a request letter is submitted for consideration for the attention of the Campus Manager, he/she must acknowledge in writing and a copy given to you. This acknowledgement from the campus manager duly signed and dated will be used to process a cancellation request or effect any refund due, whichever is applicable.
- 1.5 Refunds will only be effected according to the Institution's Refund Policy and the Student must make a formal application in writing providing a detailed explanation for the refund, to the Campus manager. The onus lies with the Student to retain a copy of the letter submitted to the Campus Manager as proof of refund request. In addition to the Institution's Refund Policy, the refund will only be payable within 28 working days from date received at the Finance Department. Should a student drop out, the deposit and any other instalments paid will be forfeited, in addition, the student will be liable for all remaining fees. Any over payments or refunds that is due to a student must be claimed by student within 6 months of the date of last payment. Students who come and pay their deposit, complete the enrolment form but do not attend classes will be handed over to the debt-collectors. If a student pays a deposit and fails to complete an enrolment form, the student has up to 7 days from the date of the deposit to claim the refund. Thereafter, the deposit will be forfeited. It is mandatory for a student to complete an enrolment form for him to be entitled to a refund in terms of the "Refund Policy". Any overpayments must be requested within the academic year that it was made, otherwise the claim will be forfeited.
- 1.6 In the event that a Student stops attending classes for any reason whatsoever, which includes expulsion, this contract is in force, he/she will remain liable for the full fees and will not be entitled to any refunds.
- 1.7 AAA reserves the right to amend/cancel the registration of a Student in the event of insufficient Students' for a particular course.
- 1.8 AAA reserves the right to amend the syllabus in line with industry requirements or at the discretion of the Institutions Senate or delegated sub committee.
- 1.9 AAA reserves the right to cede outstanding debt and collection of fees to a Debt Collection Agency/Attorney. The Student will become liable for all legal fees and collection commission and penalty and other charges in terms of the Debt Collections Act, 114 of 1998/or in terms of the Attorney and Own Client Scale payable to the Agency/Attorney.
- 1.10 It is recorded that the Institution is registered with the Department of Higher Education, thereby ensuring that it meets its Teaching and Learning obligations to Students.
- 1.11 The registration fee incorporates a component which guarantees the Student a proportionate refund by the Department of Education if AAA can no longer, or if it discontinues, a programme under certain circumstances.
- 1.12 AAA will communicate with all Students via sms, print media, postal letters, telephone, email and WhatsApp.
- 1.13 International applicants must be in possession of, and produce, a valid passport, valid study permit, and proof of residence. International students will be obliged to pay a minimum of 50% of the full course fee prior to acceptance of the Students application.
- 1.14 AAA is not responsible for any loss or damage to clothing or any personal property of the Student although reasonable precautions will be taken in regard to them.
- 1.15 By his/her signature hereto, the Student/parent/guardian chooses the residential address of the Student on page 1 of this enrolment contract to be his/her domicilium citandi et executandi (i.e. their address for the receipt of court processes and all other notices in terms of this contract) (a copy of proof of Address will be provided).
- 1.16 By his/her signature hereto, the Student/parent/guardian consents to the jurisdiction of the Magistrate's Court having jurisdiction over his/her person in respect of any action or proceedings which may be brought against him/her by AAA under or arising from this contract even if the amount in issue would otherwise exceed the jurisdiction of such court. Notwithstanding such consent, AAA shall be entitled to bring proceedings in any other court of competent jurisdiction without penalty as to the issue of costs.
- 1.17 In the event that either party breaches this contract, the defaulting party shall be liable for any attorney and own client costs, including collection commission, which may be incurred by the other party.
- 1.18 In terms of the Consumer Protection Act, 2008 (Act No. 68 of 2008) this enrolment form does not constitute a fixed term contract.
- 1.19 In the event of the account being in default, the person signing this agreement hereby consents to AAA divulging the personal information contained herein to any 3rd party for the recovery thereof for the outstanding debt. This information that any 3rd party may be privileged to may explicitly be used only to aid in the recovery of the outstanding debt.
- 1.20 The student's record are confidential and will not be released to any persons other than the student and guardian/parent.

2. Student Study Fees

- 2.1 Student fees are payable as per the payment options at any Bank or AAA Campus.
- 2.2 Under NO circumstances may Student fees be paid either in cash or cheque to any staff member or office bearer of the Institution without being issued with an official receipt. The Student or any individual who makes payment on behalf of the Student, shall retain the proof of payment made to the Institution. "The onus vests with the Student/ Account Payer to retain copies of all receipts for the duration of his/her study and must be produced in the event of any disputes. No photocopied receipts will be accepted.
- 2.3 Should a Student wish to transfer to another AAA campus, an administration fee will be charged. The administration fee levied will be as per the latest price list issued by AAA, subject to availability of space at the campus to be transferred to.
- 2.4 Should a Student wish to upgrade and/or change his/her course, this should be completed by 15th MARCH of the year of registration at no charge to the Student hereafter there will be NO further course upgrades and/or changes will be allowed.
- 2.5 Should a student wish to downgrade, there will be additional costs incurred, subject to approval by the Campus Manager.
- 2.6 Re-issue of lost or misplaced manuals/guides will carry a fee per manual/guide, if provided as part of the programme.
- 2.7 An administration fee will apply to each RETURNED DEBIT ORDER.
- 2.8 Students who request the following will incur an additional cost as per the price list:
 - 2.8.1 New or Replacement Student Card.
 - 2.8.2 Reprinting of Result Sheet.
 - 2.8.3 Duplicate Certificate.
 - 2.8.4 Academic Record.
- 2.9 Students who request a remark of examination scripts will incur a cost as per the latest price list after consultation with the Chief Academic Officer.
- 2.10 Supplementary EXAMINATION FEE as per the latest price list is applicable.
- 2.11 All student fee instalments are due as per the instalment date selected under Section F and the final payment should be made by the 30th of November each year.
- 2.12 In the event of fees being outstanding as per the payment plan/at the time of examinations, the Student may not be allowed to write the relevant assessment without the prior written arrangement from the Campus Manager. Should the Student default in a monthly payment, the entire balance will become due owing and payable. Students cannot graduate if fees are outstanding.
- 2.13 The student statement of account reflecting the amount due will be made available to the Student on a monthly basis by the campus of registration and is also available via the Students Online portal.
- 2.14 A medical certificate by a registered practitioner must be produced if the Student is absent for any assessments, tests, or examination because of illness. The supplementary exam fees will be applicable.
- 2.15 The Student and the Account Payer for any or all payments confirm that the information disclosed in this agreement is

both true and correct and it shall be a material breach of this agreement if the information is found out to be fraudulent, untrue or incorrect.

- 2.16 The Student and the Account Payer for payment undertake to notify us in writing of any changes to any personal information or bank details.
- 2.17 A financial needs analysis will be undertaken by the Institution prior to registration.
- 2.18 The Student and/or Account Payer consents to us obtaining, using and disclosing the personal information to give to an attorney or Debt Collection Agency.
- 2.19 Any exam related to an external party payment would be subject to the terms and conditions of the external party, i.e., ICB, Comptia, etc.

3. Student code of conduct

- 3.1 Every student, by signing an official registration form, becomes subject to the rules of the institution. ("the rules"). The rules are also found in the Prospectus, Exam writing material, Log Books and Memos issued.
- 3.2 In the event of a charge of having committed an offence as defined in the rules is pending against a Student, or when, in the opinion of the Institution, such a charge ought to be instituted against a Student, or when a Student has been charged with a serious crime in a court of law, the Institution may order that, until the finalization/withdrawal of the charge, The Student shall –
 - Cease attending lectures or classes;
 - Cease participating in such other activities of the Institution as may be specified; and/or
 - Not enter the premises of the Institution or any specified part thereof.
- 3.3 The registration of any Student who, while a registered Student of the Institution, has been convicted of a serious crime (by a court of law) may at any time be cancelled at the discretion of the Institution. The campus manager/ Disciplinary Committee has the power to, at any time, in his/her discretion, expel any Student who breached a rule of the Institution.
- 3.4 Poster or notices emanating from Students shall not be displayed without the prior approval of the Student Representative Council and Campus Manager.
- 3.5 A Student's Representative Council shall obtain the prior permission of the Institute for any tour or similar activity which involves the absence of Student from classes.
- 3.6 A Student who intentionally or negligently causes damage to any property owned, possessed or occupied by the Institution shall be liable for such damages caused to the Institution.
- 3.7 A Student shall comply with all laws of the Republic of South Africa, whilst on any property or premises owned or controlled by the Institution and/or relating to their studies or any other activity with Institution.
- 3.8 A contravention of any of the following rules is an offence (as defined in the rules):
 - No Student shall intentionally or negligently misuse, damage, deface or destroy, or without authorisation, use any building, furniture, equipment, computer, vehicle, books, notes, documents or by any member of staff of the Institution or by any fellow Student of the Institution;
 - No Student shall bring into, possess, use or supply drugs as defined in section 1 of the Drug Trafficking Act, 1992 (Act 140 of 1992), as amended; on to the Institution premises
 - No Student shall in possession of a fire-arm or dangerous weapon whilst on the Institutions premises.
- 3.9 No Student shall:
 - Unlawfully and intentionally or negligently cause the death of any person on property owned or controlled by the Institution;
 - Unlawfully assault or inflict any physical injury on any other person;
 - By acts or threats, unlawfully assaults or attempts to assault, any person in a manner designed or intended to achieve sexual intercourse, or any other form of sexual gratification, of whatever nature or degree with the person assaulted;
 - Commit in respect of or upon the person of any other person any act of physical indecency, or by words, conduct or writing threaten to perform any act of physical indecency upon such person;
 - Whilst on any premises owned or controlled by the Institution or while participating in any Institutional activity, by word or gesture address any person in a way that is obscene, indecent or offensive;
 - By words, conduct or writing, propose, suggest or imply to another Student, visitor, or member of the staff of the Institution any activity of a sexual nature if the Student knows, or foresees, that the other person would consider such proposal, suggestion or implication is by reason of its sexual nature, offensive, demeaning or intimidatory to the person to whom it is addressed;
 - Steal or attempt to steal any money, property or other valuables;
 - By deed, word or writing abuse or seriously impair the self – respect or reputation of a Student, visitor, member of staff of the Institution; or
 - Unlawfully invade the privacy of a Student, visitor, and member of the staff of the Institution.
- 3.10 No Student shall cheat in any Institution examination. For the purposes of the rule, cheating shall include:
 - The introduction, or attempted introduction, into any place where an examination is about to be conducted, of any book, note, cell-phone or other device or instrument capable of storing, sending or receiving information;
 - The possession, use, or attempted use, during an examination of any book, note, document, cell-phone, or other device or instrument capable of storing, sending, or receiving information, or any other article containing information the use of which is not authorized by the examiner or other examination officer;
 - The removal or attempted removal from an examination room of any examination book or writing paper supplied by the Institution for the purposes of answering an examination;
 - The use of a false name or identity number in an examination; and /or
 - Intentionally or negligently assisting another Student to cheat.
- 3.11 A Student shall not obstruct, or attempt to obstruct any member of the staff of the Institution, or any contractor employed or retained by the Institution, in the performance of their duties.
- 3.12 A Student shall not occupy or be present upon any property or premises owned or controlled by the Institution after being required to leave such property or premises by a member of staff of the Institution acting within the scope of his or her duties.
- 3.13 No Student shall engage in conduct which disrupts or is likely to disrupt teaching, study; research; meeting; ceremonial or social activity at the Institution.
- 3.14 No Student shall unlawfully express, proclaim, publish or disseminate in speech, writing, print or other medium, any views, beliefs or ideology which unlawfully infringes upon the dignity or individual human rights of another Student of category, group or class of Student or any member of the staff of the Institution, or a person invited by the Institution to speak or lecture at the Institute.
- 3.15 No Student shall behave in a manner which is indecent or improper and which thereby brings the Institution into disrepute.