

TERMS AND CONDITIONS

Qualitas Career Academy (Pty) Ltd is a private company and provider of education and training.

The learner, lawful guardian and/or sponsor are herein collectively referred to as the "Learner". Qualitas Career Academy will hereafter be referred to as "The Academy".

By acceptance at The Academy and where the Learner has decided to enrol and pursue the contract entered into between him/ her and Qualitas Career Academy, the Learner and the lawful guardian/payer/sponsor shall be jointly and severally liable for the due fulfilment of all terms in this contract.

1. GENERAL

- 1.1. The Learner will comply with all the rules and regulations of The Academy as may be laid down from time to time with the intent and purpose of entering the highest possible academic standard and to achieve the best results.
- 1.2. The Learner hereto accepts that The Academy shall have the right to vary the programme syllabus or programme schedule at any time, without prior notification. The Academy shall further have the right to alter timetables and programme commencement dates where necessary.
- 1.3. The Academy reserves the right to cancel a programme if too few learners enrol for it to be viable.

2. FEES

- 2.1. The Academy is VAT exempted, and therefore no VAT will be added to the programme prices.
- 2.2. The Learner may choose the method of payment as set out in the Schedule of Fees, or as specified in the programme brochure, and upon the choice thereof will be bound by it. Variations to the payment method will be at the sole discretion of The Academy, the details of which should be in writing and amended to this contract.
- 2.3. In the event of any fees due by the Learner being unpaid on the due date, the full balance of such fees remaining unpaid shall become immediately due and payable. Interest shall be charged by The Academy on the amount due from the due date of payment at a rate equal to the prime interest rate charged from time to time by the bankers of The Academy plus 2%.
- 2.4. In the event of any fees due by the Learner being unpaid on the due date The Academy reserves the right to suspend the training of the Learner until such time as payments are brought up to date.
- 2.5. The suspension of the training does not affect this Contract of Enrolment and particularly not the Learner's obligation to payment of the tuition fees due.
- 2.6. In the event of any fees due by the Learner being unpaid and after a letter of final demand for payment has been issued, and the Learner remaining in breach of his/her obligation to payment of the tuition fees despite seven days' written notice of the breach, then and notwithstanding anything to the contrary contained herein, The Academy shall be entitled to cancel this Contract of Enrolment and to terminate the Learner's registration as a learner at The Academy. In the event of such a cancellation and without prejudice to any further claims against the Learner that The Academy may have, The Academy shall be entitled to retain all money paid in terms of this Contract of Enrolment and to receive payment from the Learner for the balance of tuition fees due.
- 2.7. A statement of accounting reflecting the amount due by the Learner is hereby agreed to be prima facie evidence of the amount due and to support an Application for Summary Judgment by The Academy against the Learner. The Academy reserves the right to cede the collection of fees to a debt collector or any other institution to be appointed by The Academy at The Academy's sole discretion.
- 2.8. In the event of any proceedings being instituted by The Academy against the Learner then, by the signature hereto, the Learner 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 learner shall be liable for all legal costs and charges at an attorney and client rate, incurred by The Academy, as well as all tracing costs, collection costs, and any other disbursements which are incurred in recovering money which may at any time be owed by the Learner to The Academy.
- 2.10. A Learner will not receive reports, or examination results or certificates unless the account is paid in full.
- 2.11. No reservation is confirmed until the enrolment fee is paid in full.

- 2.12. Any financial arrangement in which the Learner pays the Academy a fee at agreed upon/arranged intervals (e.g. weekly/monthly terms/instalments) with the purposes of reducing the balance due, shall be done by means of a debit order and be executed in accordance with a debit order instruction.
- 2.13. The email address of the Account Payer, as provided on the first page will be used when sending administrative, accounting and academic information.
- 2.14. The three-year enrolment contract will be invoiced on an annual basis. However, the account holder will receive a monthly statement reflecting the annual invoice, payments received, and any outstanding balance applicable to that specific contract year. The account holder remains liable for full 3 year contract amount in accordance with the terms of this agreement.

3. CANCELLATIONS AND NO-SHOWS

- 3.1 The Learner notes that the Academy will order certain resources for tuition (including but not limited to kit, books, etc.) based on the signing of this agreement. If this agreement is cancelled, and costs of this nature have been incurred, the learner shall be entitled to such resources, but not entitled to the refund hereof.
- 3.2 If a programme is cancelled by The Academy, registered Learners will be offered the opportunity to transfer to another programme, or be given a full refund. The Academy shall not be liable for any other consequential loss.
- 3.3 Cancellation of registration by the Learner should be made in writing at least 20 (twenty) business days before the programme starts. A full refund of the programme fees will be made, less the registration fee in order to cover administrative costs.
- 3.4 Should the Learner fail to arrive for the programme, this is referred to as a “no-show”. Such a Learner shall not be entitled to claim any reimbursement and the full programme fee will be charged.
- 3.5 In the event of any Learner desiring to terminate his/her studies, for any reason whatsoever, the Learner may do so by giving formal written notice thereof using the Cancellation Form requested from The Academy. The effective cancellation date will be considered to be 20 (twenty) business days after the acceptance of the formal cancellation form by The Academy. The date of the completed termination of contract will thus be 20 (twenty) business days after the prescribed cancellation form was handed in by the Learner. Should the cancellation date fall on a date after the commencement of the training, the following will apply:
 - 3.5.1 The *contract duration* will be determined as the number of weeks from the start to the end of the programme, and the *incurred duration* will be determined by the number of weeks passed from the start of the programme to the effective cancellation date.
 - 3.5.2 A *terminated contract value* will be calculated: This value will be the sum of the costs already incurred (including, but not limited to books, kit and registration as charged by The Academy) as well as the fees for tuition up to effective date of cancellation prorated by the percentage of the *incurred duration* and the *contract duration*. These values will appear on the cancellation form.
 - 3.5.3 The Academy makes staffing, resource and management decisions on the basis of the total enrolments for a programme in preparation for quality delivery of education services. Due to this, the Learner will be charged an additional, reasonable *cancellation penalty* of 25% of the full contract value (determined by the cash price charged according to the quote or fee schedule). This value will appear on the cancellation form.
 - 3.5.4 The *final cancellation fee* will be the sum of the *terminated contract value* and the *cancellation penalty*.
 - 3.5.5 The *final cancellation fee* may not negate the Learner’s right to cancel the agreement. Therefore, should the total of the amount already incurred and the final cancellation fee equal or exceed the original, full contract value, and the *incurred duration* is less than 95% of the *contract duration*, a reduction of 5 (five) % will apply to the *final cancellation fee*.
 - 3.5.6 Once the *cancellation penalty* and the *remaining contract value* are determined, and the cancellation form is completed, the Learner’s account will be adjusted accordingly.
 - 3.5.6.1 If the Learner’s account is in credit, the Academy will refund the learner.
 - 3.5.6.2 Any remaining debt by the Learner should be settled upfront in order to terminate the agreement.
- 3.6 The Learner’s failure to attend lectures for whatever reason shall in no way entitle him/her to a reduction in fees, nor will it absolve the Learner or any other Learners, from full liability for the payment of fees and any other charges agreed to.
- 3.7 No cancellation of this contract shall be of force or effect without written consent thereto by all the parties involved prior to the notice period of 20 (twenty) business days.
- 3.8 The Academy shall have the right at its sole discretion, to cancel tuition of any programme or subject initially advertised and offered, on the basis of insufficient demand.
- 3.9 The Academy reserves the right to combine classes of a similar academic level and content.

- 3.10 Any amounts due by the Academy, in respect of cancellations or refunds will be settled within 30 days of notice of cancellation.

4. INDEMNIFICATION AND COPYRIGHT

- 4.1. The Learner hereby indemnifies The Academy against any risk, loss or damage of whatsoever nature or kind arising out of any claim, which may be instituted against The Academy as a result of any happening of whatsoever nature or kind which may take place on the premises of The Academy, or in connection with the affairs and activities of The Academy in which the Learner takes part. Neither The Academy nor any official employee or representative of The Academy acting in his/her capacity as such, shall be liable for any damage arising out of the death, bodily harm, loss of health, loss of or damage to property or illness of any Learner howsoever caused.
- 4.2. Furthermore, the Learner hereby holds The Academy free from any claim of whatsoever nature or kind arising out of any loss or damage which may be suffered by the Learner whilst on the premises of The Academy or in connection with the activities of The Academy, arising from any cause whatsoever. Neither The Academy nor any official employee or representative of The Academy acting in his/her capacity as such shall be liable for any damage to any property owned by or in the custody of any Learner, howsoever caused.
- 4.3. The Learner hereby indemnifies The Academy against any claim made against The Academy in respect of any damages arising out of the fault of the Learner.
- 4.4. The Learner shall be responsible to pay for all damage or loss caused by the Learner to any property of The Academy or any other person lawfully on the premises of The Academy.
- 4.5. The Learner accepts that any creation, including assignments, designs, or any other products emanating from Learner endeavours during any programme at The Academy, shall vest in The Academy to whom all copyright and ownership therein shall belong and without whose written permission no use may be made for publishing 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 in writing under the hands of the parties hereto.
- 5.2. The terms of this Contract of Enrolment shall replace, cancel and supersede the terms and conditions of all prior negotiations, documents, letters 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.

6. DECLARATIONS

Please indicate on the online application form that you agree with all of the above terms and conditions.