



film • television • performance • business innovation & technology  
the school for the creative economy

## ENROLMENT AGREEMENT

Please complete all relevant sections. Please write clearly in block letters with a black pen.

### PARTICULARS OF STUDENT

ALL STUDENTS to please complete this section.

STUDENT NUMBER				TITLE							
				Mr	Miss	Ms	Mrs	Other (please specify)			
FIRST NAME			MIDDLE NAME				SURNAME				
NATIONALITY (Mark with an X)				CITIZENSHIP (Mark with an X)							
South African		Other (please specify)		South African Citizen		Dual Citizen (SA plus other citizenship)		South African Permanent Resident (Non-Citizen)		Other Citizenship	
RSA ID NUMBER (Leave Blank if International Student)											
CELL NUMBER (SA SIM)						EMAIL ADDRESS					
BIRTHDATE			SEX (Mark with an X)			EQUITY (Mark with an X)					
YYYY	MM	DD	Female	Male	Black African	Coloured	Indian/Asian	White			
HOME LANGUAGE (Mark with an X)											
English	isiXhosa	isiZulu	seTswana	seSotho	sePedi	Afrikaans	siSwati				
xiTsonga	tshiVenda	isiNdebele	SA Sign Language	Other (Please specify)							
STUDENT RESIDENTIAL ADDRESS IN SOUTH AFRICA											
STREET NUMBER AND STREET NAME						COMPLEX NAME AND UNIT NUMBER					
SUBURB			AREA/CITY				AREA CODE				
PROVINCE (Mark with an X)											
Gauteng	Western Cape	Kwazulu Natal	Eastern Cape	Limpopo	Northern Cape	Mpumalanga	Free State	North West			
STUDENT POSTAL ADDRESS IN SOUTH AFRICA (if different from Residential Address)											

## PARTICULARS OF PROGRAMME

ALL STUDENTS to please indicate the selected programme with an X

HIGHER CERTIFICATE PROGRAMMES ON OFFER			
Higher Certificate in Film, Television and Entertainment Production	Higher Certificate in Performing Arts	Higher Certificate in Radio and Podcasting	
UNDERGRADUATE PROGRAMMES ON OFFER			
Bachelor of Arts in Motion Picture Medium	Bachelor of Arts in Live Performance	Bachelor of Commerce in Business Innovation and Entrepreneurship	Bachelor of Creative Writing
POSTGRADUATE PROGRAMMES ON OFFER			
Bachelor of Arts in Motion Picture Medium (Honours)	Bachelor of Arts in Live Performance (Honours)	Postgraduate Diploma in Innovation	Master of Fine Arts in Motion Picture Medium

This section only needs to be completed for RPL (Recognition of Prior Learning) students. Only students who have an approved RPL document, should select yes here.

HAS YOUR RPL APPLICATION BEEN APPROVED?		
Yes	No	If no, please provide details

## DOCUMENT REQUIREMENTS

ALL STUDENTS to please mark the appropriate blocks that match the documentation that you provide to AFDA with an X. All students are required to have a student picture on their student cards, this can be provided digitally to the Student Affairs office prior to collecting the Student Card or can be taken upon collection.

STUDENT IDENTIFYING DOCUMENTS (This must match the details provided in this form.)		
Certified copy of South African ID	Certified copy of Passport.	
STUDENT LATEST RESULTS (All Result documents need to provide access to the selected programme)		
Certified copy of National Senior Certificate (Matric)	Certified copy of Equivalent to a National Senior Certificate.	Certified Copies of Highest Qualification Certificate, Full Academic Transcript, and SAQA equivalency certificate*. <small>*The SAQA equivalency certificate is only for qualifications not registered with SAQA.</small>

## PARTICULARS OF PAYMENT OPTIONS

ALL STUDENTS to please indicate the selected payment plan with an X

PAYMENT PLAN			
Plan A	Plan B	Approved Bursary	Student Loan Application
<b>UPFRONT (100%)</b> <ul style="list-style-type: none"> <li>Registration and Deposit are payable upfront before enrolment into the course.</li> <li>In order to qualify for the discounted tuition in Payment Plan A, the payment of the total tuition must be settled on/before 31 March 2023.</li> <li>Total tuition is inclusive of Registration, Deposit, Balance less the Discount.</li> </ul>	<b>MONTHLY</b> <ul style="list-style-type: none"> <li>Registration and Deposit are payable upfront before enrolment into the course.</li> <li>The balance is payable in ten equal monthly instalments by the final day of every month.</li> <li>Debit order and EFT options are available. Please discuss with the finance representative on each campus.</li> <li>Total tuition is inclusive of Registration, Deposit and Balance.</li> </ul>	<b>BURSARY</b> <i>If this option is applicable please provide your Bursary letter and the details of your Bursary below.</i> <ul style="list-style-type: none"> <li>Registration is payable upfront before enrolment into the course.</li> <li>Payment Plan B is applicable unless the Bursar can settle all outstanding fees by 31 March 2023.</li> </ul>	<b>STUDENT LOAN</b> <i>If this option is applicable please provide your Student Loan letter and the details of your Student Loan Application below.</i> <ul style="list-style-type: none"> <li>Registration is payable upfront before enrolment into the course.</li> <li>Payment Plan B is applicable unless the Student Loan settles all outstanding fees by 31 March 2023.</li> </ul>

## PARTICULARS OF FEE PAYER

ALL STUDENTS to complete. If a student has selected a Loan or Bursary Payment option, this section must still be filled in.

RELATIONSHIP TO STUDENT										TITLE				
										Mr	Miss	Ms	Mrs	Other (please specify)
FIRST NAME/S										SURNAME				
RSA ID NUMBER (Leave Blank if International Fee Payer)										PASSPORT NO. (Non SA Fee Payers)				
CELL NUMBER (SA SIM)										EMAIL ADDRESS				
ALT CELL NUMBER (Any)										WORK NUMBER				
EMPLOYER										PROFESSION AND POSITION				
FEE PAYER RESIDENTIAL ADDRESS														

## BURSARY INFORMATION (Only if applicable)

All students on a Bursary must complete this section. If you are not on a bursary, please leave these fields blank.

BURSARY PROVIDER		BURSARY CONTACT PERSON	
BURSARY PHONE NUMBER		BURSARY EMAIL ADDRESS	
I HAVE A LETTER CONFIRMING THIS BURSARY		AMOUNT COVERED BY BURSARY	
Yes	No (If not, please provide details)		

## STUDENT LOAN INFORMATION (Only if applicable)

All students applying for a Student Loan must complete this section. If you are not applying for a Student Loan, please leave these fields blank. This can be applied for on campus.

LOAN PROVIDER			
LOAN PROVIDER PHONE NUMBER		LOAN PROVIDER EMAIL ADDRESS	
IS THIS LOAN CONFIRMED		AMOUNT COVERED BY THE STUDENT LOAN	
Yes	No (If not, please provide details)		

## VISA DETAILS FOR INTERNATIONAL STUDENTS

Only **INTERNATIONAL STUDENTS** to please complete this section. This applies to students without South African Citizenship or Permanent Residency

PASSPORT NUMBER										PASSPORT EXPIRY									
										YYYY			MM			DD			
VISA CONTROL NUMBER																			
VISA START DATE										VISA END DATE									
YYYY			MM			DD				YYYY			MM			DD			
STUDENT FOREIGN ADDRESS																			
MEDICAL AID COVER PROVIDER (Must be approved by DHA)																			
MEDICAL COVER START DATE										MEDICAL COVER END DATE									
YYYY			MM			DD				YYYY			MM			DD			

## STUDENT MEDICAL DETAILS

For students on a medical aid, please complete this section.

MEDICAL AID NAME (if applicable)	MEDICAL AID NUMBER
MEDICAL AID PLAN OR INSTRUCTIONS	

If you have any special medical requirements that we need to know about, please complete the below. If any of these requirements will affect your learning progress, please be sure to raise this with the student affairs officer in person immediately on completion of enrolment.

FAMILY DOCTOR	FAMILY DOCTOR CONTACT NUMBER
SPECIAL MEDICAL REQUIREMENTS / ALLERGIES	

If you have any difficulty in performing the below tasks, please mark the extent with an 'X' otherwise leave this section blank

SEEING	HEARING	COMMUNICATING	WALKING	REMEMBERING	SELF-CARE
Some Difficulty	Some Difficulty	Some Difficulty	Some Difficulty	Some Difficulty	Some Difficulty
A lot of Difficulty	A lot of Difficulty	A lot of Difficulty	A lot of Difficulty	A lot of Difficulty	A lot of Difficulty
Can't do at all	Can't do at all	Can't do at all	Can't do at all	Can't do at all	Can't do at all

Please fill in the details of who AFDA will contact in the event of an emergency.

EMERGENCY CONTACT PERSON	CONTACT NUMBER
1.	
2.	

## **1. DEFINITIONS**

**1.1** In this agreement, the following words and phrases shall bear the meanings ascribed to them wherever they appear in this agreement:

**1.1.1 AFDA:** The South African School of Motion Picture, Medium and Live Performance (Pty) Ltd, Registration Number: 1999/024588/07 (Registered with the Department of Higher Education and Training as a Private Higher Education Institution under the Higher Education Act, 1997, Registration Certificate Number: 2001/HE07/012).

**1.1.2 The Student:** The person enrolled to study one or more of AFDA's courses.

**1.1.3 Code of Conduct:** The Code of Conduct, including the disciplinary rules and procedures set out therein as published from time to time by AFDA.

**1.1.4 Enrolment:** The Registration for enrolment completed by the Student at the commencement of studies and the registration documents completed each year during enrolment week. The date of a completed enrolment is based on the receipt of the signed enrolment agreement.

**1.1.5 Academic Yearbook:** The publication issued by AFDA in which the following are described and of which the Student is required to be informed in terms of Chapter 6 of the Regulations for the Registration of Private Higher Education Institutions, 2002 and Section 57 (2) of the Higher Education Act 1997 (Act No 101 of 1997): Mission statement; legal status; programme details and requirements, names and qualifications of full time and part time academic staff employed by the institution, language policy, mode of instruction, rules relating to assessment, academic credit accumulation, progression and qualification, student support service and rules and code of conduct at AFDA.

## **2. INTERPRETATION, WARRANTIES AND GENERAL**

**2.1** The Code of Conduct, Course Guidelines, Academic Yearbook, Term / Project Booklets, Policies, Rules and Procedures of the institution, the Enrolment Registration and this agreement form one integral agreement ("the agreement") that constitutes the sole and only agreement between AFDA and the Student. Any representation, understanding or agreement not set out in the agreement as read with the documents listed in the preceding sentence are of no force or effect whatsoever.

**2.2** The Student, and insofar as needs be, the Student's parent/guardian warrants that:

- 2.2.1** She/he has read all documents available on the AFDA website, is familiar therewith and agrees to be bound thereby.
- 2.2.2** All the information set out in the Registration for Enrolment is true and correct in all respects.
- 2.2.3** In the event that the Student is a minor, he/she is assisted insofar as needs be by his/her parent or natural guardian.
- 2.3** Each obligation assumed by the Student in terms of the Agreement constitutes a material term of the Agreement, the breach of which entitles AFDA, at its sole discretion, to either terminate this agreement or to hold an enquiry and to take such action as it may decide is appropriate. This agreement is applicable to the Student's total period of study at AFDA.
- 2.4** The Student and Fee Payer hereby choose as their *domicilium citandi et executandi* the addresses set out in the Enrolment Registration and agree that any notices, documents or other processes may be validly served by delivery to any of the addresses set out in these documents.

### **3. PAYMENT OF FEES**

- 3.1** The Student assumes full responsibility for the payment of all and any fees that may fall due as a result of the Student's studies and/or residence at AFDA, on the appointed due dates as determined by AFDA, from time to time.
- 3.2** The Student hereby consents to and authorises AFDA to enquire about credit worthiness from credit bureaus and to publish any event of non-payment to credit bureaus.
- 3.3** The Student confirms that, in the event of any failure to pay any amount due by or demanded of the Student on the due date, all outstanding fees owing to AFDA at that point shall become due and payable in one sum with immediate effect.
- 3.4** The Student agrees that the nature and amount of indebtedness to AFDA shall, at any time, be proven by a written statement purporting to be signed by or on behalf of the Head of Finance of AFDA or his/her duly authorised representative, whose authority need not be proved, acting reasonably and in good faith, and this statement shall constitute proof of the contents thereof and of the amount of my indebtedness and the fact that such an amount is due and payable in any legal proceedings against the Student.
- 3.5** In respect of students not fulfilling their financial obligations on time and/or as prescribed, AFDA retains the right:
- 3.5.1** to exclude students from AFDA property and/or AFDA sites;

- 3.5.2** to exclude students from AFDA events;
- 3.5.3** to exclude students from using AFDA equipment;
- 3.5.4** to withhold students' examination results or diplomas/degrees;
- 3.5.5** to cancel students' registration after the specified dates and to hold them liable for payment of the outstanding amounts as agreed upon and signed in the special arrangement made with AFDA;
- 3.5.6** not to allow students to register if the previous year's fees have not been paid in full;
- 3.5.7** not to issue a certificate of conduct; and
- 3.5.8** to institute legal action against students and fee payers, who will be liable for all AFDA's legal costs on the attorney and client scale.
- 3.6** It will be the responsibility of the financially excluded student to ensure that work missed is caught up through consultation with their lecturers and campus Registrar who can advise on catch up requirements and limitations.

#### **4. LATE ENROLMENT**

- 4.1** The Student shall enrol within the Standard Enrolment Window as set out in the Fee Structure for the relevant year of study.
- 4.2** The Student may be permitted, by the discretion of the Campus Registrar and Dean, to enrol at any time outside of the standard enrolment window.
- 4.3** Should the Student be permitted to enrol after the start of term 1 in their selected programme, the Student shall be liable to pay a Late Enrolment Fee of R 1 000.00 as this falls outside the standard enrolment window.

#### **5. SURETY FOR PARENT / GUARDIAN / FEE PAYER**

- 5.1** The Parent and / or Guardian and / or Fee Payer who have appended their signature/s hereto on behalf of the Student:
- 5.2** hereby interpose and bind himself/herself/themselves jointly and severally, the one paying the other to be absolved as surety/ies and co-principal debtor/s in solidum (which means, where there are several sureties, each is liable in full) unto and in favour of AFDA for the due and punctual payment and discharge on demand of all sums of money and obligations for which the Student may in the past or now or from time to time hereafter owe or be indebted or obligated to fulfil to AFDA's successors



and assigns howsoever and from any Cession or from whatsoever cause arising; and shall extend also to the payment of damages whether there be cancellation or not or any other relevant agreement. The indebtedness of the Surety/ies shall not exceed the indebtedness incurred by the Student, costs, interest and any amounts related to the indebtedness incurred; and

**5.3** renounce the benefits of the legal exceptions, excussion and division, cession of action and no value received, with which he/she/they are fully acquainted; and

**5.4** agree to be bound by the terms and conditions of this Agreement mutatis mutandis; and

**5.5** agree that this suretyship is in addition and without prejudice to any other securities and that it shall remain in force as a continuing covering security for all and any sum or sums of money which may now or in the future be owing or claimable by AFDA, notwithstanding any fluctuation in, or temporary extinction of, the Student's indebtedness to AFDA from time to time, and notwithstanding the surety/ies death or legal disability.

## **6. STADIO Khulisa Student Share Scheme**

**6.1** On graduation you may be eligible to receive shares in STADIO Holdings Limited through the STADIO Khulisa Student Share Scheme ("student share scheme"). It is noted that no student is entitled to receive shares through the student share scheme upon graduation and the criteria for this award will be determined by the STADIO Holdings Executive Committee from year-to-year, and communicated to the respective graduates upon graduation ("Eligible graduates").

**6.2** Should you meet the criteria to be an Eligible Graduate, you hereby consent to AFDA sharing your personal and special personal information (including your name, ID number, student number, language, race, address) with Investec and the JSE Investor Services (JIS). This information is required by Investec and the JIS to facilitate the creation of a share portfolio for you on the JIS Share Platform and to provide you with log-in details to access the Share Platform and your shares following graduation, should you be entitled to participate in the STADIO Khulisa student share scheme. Any share awards through the STADIO Khulisa Student Share Scheme are subject to the terms and conditions of the STADIO Khulisa Student Share scheme.

**7. ACCESS TO INFORMATION AND CONSENT TO COLLECT AND PROCESS PERSONAL INFORMATION**

**7.1** For the purpose of this clause “processing” shall mean collecting, recording, organizing, updating, storing, distributing, destroying or deleting personal information.

**7.2** The signatories to this agreement agree that AFDA may process their personal information.

**7.3** By entering into this agreement, every signatory to this agreement, unless expressly instructed otherwise in writing, consents to:

**7.3.1** the processing of credit information regarding the signatories hereto;

**7.3.2** the processing of names, contact details and information relating to the signatories hereto and such information being made available to AFDA staff, students or persons engaged by AFDA for the purpose of achieving its legitimate business functions and to the extent required to fulfil its legitimate business functions;

**7.3.3** to inform any other educational institution regarding outstanding payments and payment history;

**7.4** The Student hereby consents to the collection and processing of any personal information for the purposes of his/her academic progression, administration and support services during or related to his/her term of study.

**7.5** Every signatory to this agreement hereby consents to the collection and processing of their personal information for any administration and governance purposes during or related to the student’s term of study.

**7.6** It is accepted, agreed and understood that AFDA keeps, and processes, data and documents in electronic and/or paper format, including the data supplied by every signatory to this agreement during registration. AFDA may use and transfer such data and use such documents in electronic or other formats for AFDA purposes. Every signatory to this agreement hereby also consents to their personal information being used in the following ways:

**7.6.1** Details relating to the Student’s academic performance, including the Student’s National Benchmark Test results, may be used in the interest of his/her own academic development and support, which includes communication with the Parent, Legal Guardian, Bursar or Fee Payer of the Student.

- 7.6.2** Details relating to the Student's account, including the Invoices and Fee Statements may be shared with the Student, Parent, Legal Guardian, Bursar or Fee Payer of the Student.
- 7.6.3** The Student's information may be made available to the AFDA Alumni Office and to potential employers for a possible employment opportunity or to such other persons as may be indicated if AFDA is compelled by law to adhere to the request (e.g. national learner record database as required by the Department of Higher Education).
- 7.7** Every signatory to this agreement confirms the following:
- 7.7.1** the information is given voluntary and is true and correct;
- 7.7.2** Every signatory to this agreement is aware that the information might be supplied to a third-party organisation or service provider;
- 7.7.3** Failure to provide the information, might lead to the suspension of the student's registration.
- 7.8** Every signatory to this agreement hereby authorises and consents that AFDA may collect all of the personal data supplied by them to AFDA respectively for research, statistical, credit control and publication purposes, to retain such data and to process the data for the aforesaid purposes of AFDA.
- 7.9** Every signatory to this agreement hereby authorises and consents that AFDA may provide information to any third-party relating to the indebtedness of any signatory hereto towards AFDA, for the purpose of debt-collection.
- 7.10** In general, every signatory to this agreement agrees to the publication of personal information in any format to such third parties as AFDA may deem necessary or may be required to do in the conduct of its responsibilities or by law. All signatories to this agreement agree and acknowledge that my/our consent extended to AFDA to disseminate personal information is irrevocable.

## **8. WITHDRAWAL PROCEDURE AND CANCELLATION POLICY**

- 8.1** Enrolled students are responsible for the full year's academic fees.
- 8.2** Students wishing to cancel their studies, must submit a completed and signed Withdrawal Form available at the Student Affairs Office, (together with such supporting documents as may be necessary) to the Student Affairs Officer and Finance in person/via email, at the relevant campus.

**8.3** Upon receipt of a duly completed and signed Withdrawal Form, AFDA may request additional documentation/information.

**9. FINANCIAL LIABILITY UPON CANCELLATION OF STUDIES**

**9.1** It is important to note that should a student not formally withdraw within either of the stipulated windows below, the student will be held liable for the full year's tuition fees.

**9.2** Students who fail to withdraw / cancel their studies as set out above will be liable for a cancellation penalty equivalent to one year's tuition fees. The signatories hereto confirm that that the cancellation penalty is reasonable in light of the following considerations:

**9.2.1** the inability of AFDA to find an alternative student after the registration period closes and the limited capacity of classes;

**9.2.2** the loss suffered by AFDA as a result of the withdrawal / cancellation by the Student;

**9.2.3** the duration of the agreement;

**9.2.4** the general practice in the education industry.

**9.3** The following fees are not refundable under any circumstances:

**9.3.1** Registration fees;

**9.3.2** International levies;

**9.4** The full year's liability for the deposit and balance will only be waived and fees already paid will be refunded under the following circumstances:

**9.4.1** a first-time student, who enrolls in the standard enrolment window and formally withdraws on or before twenty-one (21) consecutive calendar days from the first day of the AFDA academic year (i.e. the first day of Term 1); or

**9.4.2** a first-time student, who enrolls after the standard enrolment window and formally withdraws on or before twenty one (21) consecutive calendar days from the date of enrolment, which is the date this enrolment agreement is duly signed.

**9.4.3** a returning student, who enrolls in the standard enrolment window and formally withdraws on or before seven (7) consecutive calendar days from the first day of the AFDA academic year (i.e. the first day of Term 1).

**9.4.4** a returning student, who enrolls in the standard enrolment window and formally withdraws on or before seven (7) consecutive calendar days from the date of enrolment, which is the date this enrolment agreement is duly signed.

## **10. INTELLECTUAL PROPERTY RIGHTS**

- 10.1** The Student cedes and assigns to AFDA any existing, future or contingent copyright or any other intellectual property right that may arise from any incomplete or completed work, including, without limitation, any creative output, any paper, article, assignment, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project the Student may have undertaken or have launched or may undertake or launch at AFDA, irrespective of whether such work has been or may be accepted for examination, in accordance with national legislation, AFDA's policy related to intellectual property, unless other arrangements have been formally agreed to and signed off by the Head of School, Dean and relevant Institutional Senate member.
- 10.2** The student grants AFDA full rights to use any images or video footage of her/him that relates to the learning programme at AFDA. This might include (but is not limited to), the right to use such images in AFDA's printed and digital marketing material, on social media platforms and press releases. If there are specific images or video footage that she/he would like AFDA to remove from said marketing material, she/he can contact the Marketing department.

## **11. CODE OF CONDUCT, COURSE GUIDELINES AND RULES AND PROCEDURES**

- 11.1** The Student agrees to adhere to the Code of Conduct, Course Guidelines, Academic Yearbook, Term / Project Booklets, Policies, Rules and Procedures of the institution. The Institutional Senate have the right to amend the rules and procedures from time to time. The documents are all available on the Resource Centre computers and Student Portal.
- 11.2** It is the Student's responsibility to familiarise himself/herself with the Code of Conduct, Course Guidelines, Term / Project Booklets, Rules and Procedures of the institution.
- 11.3** The Student understands that should he/she contravene the Code of Conduct, Course Guidelines, Academic Yearbook, Term / Project Booklets, Rules and Procedures of the institution, then the prescribed disciplinary action will be taken against the Student.

## **12. ON-CAMPUS PARKING**

- 12.1** All students will need to apply for a parking disc. Certain groups of student (as disclosed in the parking application and renewal form) will need to pay for parking.
- 12.2** Parking discs are only valid for the specific vehicle for which the disc has been applied for. The parking disc will only be valid for the calendar year in which it is applied for. Parking discs will be checked by security. No disc, no access.

- 12.3** The concept of overselling (the number of discs sold beyond the number of bays available in a particular area) is part of the system and depends on the priority of the disc-holder and the corresponding type of disc. Parking discs for parking bays are oversold to an unlimited extent. A parking disc does not guarantee a parking spot and will be on a first-come-first-serve-basis.
- 12.4** AFDA does not accept or take responsibility for the safe custody of any vehicle or articles therein, nor any damages to the vehicle or articles, however caused, nor for any injuries to any persons. All vehicles are left in all respects entirely at your own risk.
- 12.5** I agree to adhere to the Rules and Regulations as set out in the parking policy available as published on myAFDA. It is my responsibility to familiarise myself with these Rules and Regulations.
- 12.6** I understand that should I contravene the parking rules, then the prescribed disciplinary action or fine will be levied against me.
- 13. DAMAGES**
- 13.1** The Student shall be liable for any damages, of any nature whatsoever, suffered by AFDA as a result of the conduct of the Student.
- 14. DATA AND DEVICES**
- 14.1** All AFDA programmes require access to online content and online participation from time to time, the student must ensure that they have the necessary internet connection, appropriate device and sufficient data to engage in this content.
- 14.2** It is a student's responsibility to have a suitable device for academic requirements. If a student doesn't already have a suitable device, the student can consult with our operations department to get advice on suggested devices and suppliers.
- 14.3** The student understands that aspects of the programme, will require them to access and participate online and that it is their responsibility to have access to the internet for all such requirements.
- 15. INDEMNITY**
- 15.1 GENERAL**
- 15.1.1** AFDA conducts an educational business, offering qualifications in various fields.
- 15.1.2** The Student has enrolled for an approved AFDA qualification.

**15.1.3** The very nature of the course could entail that the student will travel and participate in the production of material in the various disciplines offered by AFDA, at its various campuses in South Africa and where the need arises, off campus.

## **15.2 TERMS**

**15.2.1** It is agreed between the parties that:

**15.2.1.1** AFDA will comply with all health regulations imposed by the Government.

**15.2.1.2** The Student will comply with health and safety protocols imposed at the discretion of AFDA as well as all health regulations promulgated by the Government.

**15.2.1.3** Each signatory of this exemption and indemnity exempts AFDA and the persons for whose conduct it is liable from any liability for loss or damage arising from their conduct during the course and tenure of the student's attendance, disclaiming any entitlement which the student or any other person may otherwise have had, to make claims for such loss, injury or damage, but for the terms hereof. This exemption from liability will not apply where any loss or damage is directly or indirectly attributable to the gross negligence of AFDA or any person acting for or controlled by AFDA. This exemption will also not apply if the liability of AFDA or persons for whose conduct AFDA is liable is covered by a statutory compensation scheme (for example, the third party compensation scheme relating to motor vehicle accidents).

**15.2.1.4** Each signatory of this exemption and indemnity hereby indemnifies and holds harmless AFDA and the persons for whose conduct it is liable from all claims against them arising from my/our conduct.

**15.2.2** I/we understand that for purposes of the exemption and indemnity, the expression "conduct" includes omissions.

## **16. MEDICAL**

**16.1** The student grants AFDA permission to provide them with first aid treatment in the event that medical assistance is needed.

**16.2** The student grants AFDA permission to request professional medical assistance and notify the emergency contacts in the event that serious medical assistance is needed. The expense for any professional medical assistance will be for the account of the student.

**16.3** The student declares that a full medical disclosure has been made and that AFDA will not be held responsible for any injury caused on or off AFDA premises.

## **17. STUDENTS WITH DISABILITIES OR SPECIAL REQUIREMENTS**

**17.1** Should the Student have a disability or special requirement which may impact that Student's ability to participate in the selected programme or other activities, the Student shall advise the Registrar, simultaneously to enrolment, the nature and extent of the disability or special requirement, in order for the Registrar to consider if the Student may be reasonably accommodated in order to participate in the selected programme or other activities.

**18. GENERAL**

**18.1** The signatories hereto declare that all information provided by them is true and correct.

**18.2** The Agreement constitutes the whole of the Agreement between the Parties. No undertaking, representation, term or condition relating to the subject matter of the Agreement and not incorporated in the Agreement shall be binding on any of the Parties.

**18.3** The Agreement supersedes and replaces any and all Agreements between the Parties (and other persons, as may be applicable) and undertakings given to or on behalf of the Parties (and other persons, as may be applicable) in relation to the subject matter hereof;

**18.4** No additions to or variations, deletion, or agreed cancellation of all or any clauses or provisions of the Agreement will be of any force or effect unless in writing and signed by the Parties.

**18.5** No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Parties in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Party's rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without Notice, strict and punctual compliance with each and every provision or term hereof.

**18.6** All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Agreement shall remain of full force and effect. The Parties declare that it is their intention that this Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.



## REQUIRED SIGNATURES

### STUDENT SIGNATURE

\_\_\_\_\_  
SIGNATURE OF STUDENT

\_\_\_\_\_  
SIGNATURE OF GUARDIAN (IF STUDENT IS A MINOR)

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_\_, IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

AS WITNESS: \_\_\_\_\_

### FEE PAYER SIGNATURE

\_\_\_\_\_  
SIGNATURE OF FEE PAYER

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_\_, IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

AS WITNESS: \_\_\_\_\_

### AFDA REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AFDA REPRESENTATIVE

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_ 20\_\_\_\_\_, IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

AS WITNESS: \_\_\_\_\_