



## STUDENT STUDY CONTRACT

Study contract entered into between HillCross Business College (Pty) Limited, a registered private further education institution with the Department of Higher Education and Training, and the Student.

### DEFINITIONS

**College** means HillCross Business College or HillCross College

**Institute** means HillCross Business College or HillCross College

**We/Us/Our** means HillCross Business College

**You/Your** means a registered/enrolled student of HillCross Business College

**Both Parties** means the student or prospective student and the College

**Contract** means legal agreement between you and us

**Terms and Conditions** means the clauses contained in this contract

**Policies** means the framework that allows the College to govern its affairs.

**Rules and Regulations** means a more detailed level of information of how the College governs its affairs. These are set in the College in the College policies.

**Applicant** means a person who has applied to study towards a program of study at the College.

**Student** means an enrolled student of HillCross Business College

**Sponsor** means the person who is responsible for paying the student's tuition fees

**Enrolment** means the process which includes application, admission, and registration at the College

**Enrolled/Registered** means a student who has accepted the offer of a place to study a program and has paid the registration fee.

**Program** means a course of study at the College

**Faculty** means a lecturer/educator who works at the college

**Deferment of Admission** means to postpone the start date of studying

**Educational Services** means tuition, learning opportunities, examination, assessment, and other related services offered by the College

**Additional Cost** means study cost other than tuition fees which include but not limited to laboratory cost, cost of equipment, printing and copying cost, mandatory field trip cost, external examination cost etc

**Important Information** means the policies, rules and regulations and academic related advices etc

**Republic** means the Republic of South Africa

**Study Contract** means a voluntary document that outlines actions the learner promises to take in a course to achieve academic success.

**Co-principal debtor** means someone who has bound himself as surety and liable regarding the payment of any debt owed to the College.

## PART A THE STUDENT

### INTRODUCTION

1. We want you to get the best out of your time at the College. We want your experience with us to be memorable, successful, and enriching. Both parties recognise that at enrolment, when you tick the box on the enrolment portal or sign the acceptance to study, you will be entering a contractual relationship with us.

### PURPOSE

2. This contract sets out the obligation both parties owe to each other. Your obligations include pursuing your program diligently and abiding our rules and regulations. Our obligations require us to deliver the expected educational services and to support you to achieve your full potential.
3. This contract sets out the principal terms and conditions between both parties.

### HOW THE CONTRACT IS FORMED BETWEEN YOU AND THE COLLEGE

4. It is the Student's responsibility to fully read, understand and agree to all the terms and conditions of this Registration Agreement. By agreeing, the Student confirms that they possess a full understanding of all the terms and conditions herein, and willingly accepts all such terms.
5. The Student agrees that by signing this form, a binding study contract comes into existence between the College and the Student.
6. You will be required to agree to accept this agreement as binding on both parties for the current academic year as part of the enrolment process. As you complete the pre-enrolment portal or the filling of the application form, you will be required to accept and sign the contract by a tick or appending your signature on the document that you have read and understood and agree to be bound by the terms and conditions contained herein.
7. By signing the contract, you are confirming that the information provided to us is accurate, and that you will take up the place you have been offered to study at the College.
8. This agreement is a one-year (12 academic months) study contract e.g., January – December between both parties and subject to renewal after it terminates at the end of each academic year.
9. It is expected to automatically terminate at the end of one academic year.

### AGE RESTRICTION

10. If you are under the age of 18 at the point of enrolment, your parent or your legal guardian or sponsor will be required to sign this contract on your behalf.

### OUR OBLIGATIONS

11. We agree to deliver the required education services subject to terms and conditions of this agreement and in line with the prescription of relevant laws and legislations governing the management and delivery of such program.
12. We reserve the right to ask you to repeat or withdraw from your studies on academic or moral grounds in accordance with College's rules and regulations governing such circumstance. See the student behavioural code

### OUR EXPECTATIONS OF YOU

13. We are committed to supporting you to achieve the best possible academic outcome, we believe that it is important that you fully engage with your program to ensure that you attain the best possible opportunity to succeed. Therefore, we expect you to attend all scheduled learning activities by at least 85% attendance and to tell us as soon as possible if circumstances arise which may affect your ability from doing so.

14. we expect you to submit by due dates as prescribed by the faculty, all program assessments, and practical works and to tell us as soon as possible when circumstances arise which has or will affect your ability from doing so.
15. By signing this contract, you agree to abide by the terms and conditions contained herein.

#### STUDENT CONDUCT

16. The College reserves the right to amend its codes, rules and regulations as often as and when it deems necessary to do so, without giving prior notice to the Students.
17. The student confirms that all the information that you have provided in your application form, online registration portal or to the College's employees or agents is complete, up-to-date, and accurate in all aspect.
18. If it discovered that you provided false or incomplete information, you will not have fulfilled the condition of these offer hence, we may withdraw or amend our offer to you or apply the appropriate disciplinary procedure.
19. You agree to comply with any additional external requirement that may be required and appropriate for your study and successful completion of your program. We may have to exclude you from completing a program where you fail to comply with these additional requirements.
20. Additional standard of professional behaviour is expected of you if you are studying a qualification that is managed by a Professional Body. If you breach the ethics of the professional bodies which you belong as a student member, you could be subjected to disciplinary procedures and in addition we may report the breach of ethic to the relevant professional body.
21. Attend classes regularly in accordance with the timetables provided. A minimum of 70% attendance for each unit is required. If attendance falls below this, without a valid reason, students may be suspended, not permitted to take examinations, or both. If students are unable to attend class for any reason, the College and or the lecturer should be notified explaining the circumstances. If you are absent for more than one week due to illness, you should produce a medical certificate.
22. You are expected to be punctual for classes. Persistent latecomers are likely to be suspended. Late arrival and early departure at or from a class are recorded as absence from the class.
23. Students are expected to study to the best of their ability and hand in assigned work on time.
24. Follow the college's Health and Safety Regulations and behave in a way which does not compromise their own safety and that of others.
25. Respect all those who use the college facilities, including students, staff, volunteers, or members of the public.
26. Be considerate of the rights of fellow students and staff to an environment conducive to teaching and learning.
27. Respect and use with utmost care all the college facilities. The students will be responsible be liable for damage(s) to the institute/facilities/property/furniture caused by neglect or wilful damage.
28. Inform the college if they feel harassed, bullied, or assaulted on or off the college premises.
29. Register fully with the college and pay tuition and other required fees on time.
30. Students must pay their fees/dues on or before the 1st of every month failing which appropriate disciplinary action will be taken. Students may note that fees once paid will not be refunded. If a student leaves the course before completion, he/she will be liable and required to pay the fee for the entire course.
31. Become members of the appropriate external examining body and register for examinations well in advance. Membership and examination fees are to be borne by the student.
32. Inform the college of any changes in personal details or address.
33. Always carry their student identity card with them and produce it on request.
34. Must not use cell phones in all academic areas of the campus, especially in the classrooms.
35. Must not be under the influence of drugs, alcohol, or other illicit substances on the college premises.

#### MISCONDUCT

36. Disciplinary action will be taken against any student found guilty of misconduct. The College may suspend or expel such offenders.

##### **Misconduct includes but it is not limited to:**

- Behaviour, which is disruptive to teaching, learning and other activities of the college
- Failure to follow reasonable instructions given by staff
- Smoking within the college premises
- Failure to follow Health and Safety Regulations
- Disorderly behaviour and or the use of abusive language
- Vandalising college buildings, equipment, or facilities
- Misusing college resources and facilities such as the library, software, and computers.
- Using or selling illegal drugs and consuming alcohol on the college premises
- Attending college under the influence of drugs or alcohol
- Displaying racially or sexually offensive behaviour
- Violence or threat of violence to self or to others
- Any illegal act on or off the college's premises, which may harm the reputation of the college

#### CHANGES TO PROGRAM CONTENT AND OR DELIVERY

37. We will try as much as possible not to make any changes to our offered program of study during the academic year and where it is inevitable that changes must occur the information will be communicated well on time.
38. Delivery of a program of study may be discontinued, suspended, or altered if it is necessary where such changes will
  - Be to the best interest of the student
  - Be for maintenance of academic standard
  - Be to comply with statutory requirement
  - Is due low number of student application and admission
39. Where a student is unhappy with any changes to our program, the student has the right to
  - Pursue a complaint about this using the proper complaint procedure within the College
  - Request transfer to an alternative and related program of study
  - Withdraw from the program and terminate this contract in accordance with the contract termination process.

#### TUITION FEE AND ADDITIONAL COSTS

40. The registration fee is payable every year and it is non-refundable.
41. Tuition fees include the following, for the academic period registered for:

- Study material, excluding textbooks, unless otherwise specified;
  - Assessments and assessment facilities;
  - Access to the relevant and applicable physical and online campus facilities of the College;
  - Standard student support services related to the modules selected.
42. The following are expressly not covered by tuition fees
- Textbooks, unless otherwise specified;
  - Stationery, consumables and specialised equipment kits, where applicable;
  - Any levies;
  - Any fees related to excursions, such as transport, food, entrance fees, and the like;
  - Fees for examinations with external examination bodies, such as certification bodies, where applicable;
  - Student cards, campus parking and related fees;
  - Fees for supplementary examinations, special examinations, remarks of assessments, or similar.
43. The Student hereby binds him/herself to the College, jointly and severally with Co-principal Debtor(s) where applicable, for the payment of all fees and charges that become due by them to THE COLLEGE as a result of registration in terms of this Registration Agreement.
44. The Student and severally with the Co-principal Debtor(s) where applicable shall not be entitled for any reason whatsoever to withhold or defer payment stipulated in this Registration Agreement.
45. Payment can be paid via debit order.
46. The relevant bank account must be funded on the agreed payment date.
47. Cash payment can be made though it is the second in preference to the debit order.
48. Tuition fees must be paid in full before the program commencement date, unless otherwise arranged with College. The dates for the payment of fees agreed to be paid in instalment is on or before the 1<sup>st</sup> of every month unless a payment is agreement is in place between both parties, else a 10% per annum default penalty will be imposed on the outstanding amount.
49. Students who are unable to pay the tuition fees in one single payment can make monthly instalments of not more than 6 times per semester.
50. Tuition fees must be paid in full irrespective of whether the student registered at the beginning, during or mid-way into the semester.
51. Failure to pay any single instalment timeously shall result in the full balance due for the academic period becoming immediately due and payable.
52. In addition to the total tuition fees, you may be required to pay additional costs, additional cost determined as per specific program of study.
53. Where applicable, students are required to pay appropriate registration and external membership and examination fees to the relevant professional examining body. These membership and examination fees are not refundable.
54. Where a student on scholarship/bursary decides to terminate this contract arbitrarily, such student will be liable for the payment of the total cost of the normal tuition fee associated with such program.
55. The sanctions for failure to pay full or part of the tuition fees could be
- Instituting a legal process to recover the amount owing
  - Contract termination
  - Or both
56. The payment of registration fee implies that, part of the total cost of study for that academic year has been paid by the student and the balance of fees must be paid before the start of classes.
57. The College reserves the right to cede the collection of fees to a finance house or other institution. In this regard, the term "THE COLLEGE" shall include such cessionary/ies. In such a case, the payment terms of the finance house will apply.
58. The Student hereby agrees to be held liable for all legal costs on a scale as between attorney and client, including collection of commission charges and tracing agent costs from the date of hand over by THE COLLEGE to their attorneys for the recovery of any outstanding fees.
59. If agreement is reached for the payments of fees in instalment on certain agreed dates, the payment must be made on or before those agreed dates.
60. If a student decides to defer admission, within the stipulated and acceptable period the student will not be charged any additional registration fee for the year the student decide to recommence studying but will be required to pay tuition fees at the current tuition fees rate.
61. Student with outstanding tuition fees may be disallowed from writing exams nevertheless, the College will recover thee amount owing with interest and the student will be liable to pay the legal cost incurred by the College in recovering the amount owing.
62. The College can without notice effect reasonable increase to tuition fees within a reasonable time interval.
63. Student who changes their program of study after classes have started will be charged the sum of R500 as change of course fee. Student who enrolls after classes have begun may not be able to change their program of study and where they are allowed to change their program of study, a change of program fee to the sum of R500 will be imposed on the student.
64. In the event of a Student defaulting on payment of fees, the College reserves the right to:
- withhold the Student's assessment results;
  - withhold the qualification certificate and academic transcript of a graduating Student, and refuse the Student participation in the College graduation ceremony;
  - refuse to register a Student for any further modules or courses;
  - recover all outstanding amounts from the Student, as per this Study Contract;
  - In the event of a Student defaulting on payment of fees, the College reserves the right to cancel the Student's registration and exclude the Student from access to the College's premises and systems during the academic year, unless the Student has entered into a formal, approved payment arrangement with the College.

#### **CANCELLATION, TERMINATION AND WITHDRAWAL**

65. This contract cannot be terminated arbitrarily without mutual consent of both parties, and such arbitrary termination will attract the recovery of the full amount payable for the program for the current academic year with 20% interest per annum of the total amount owing.
66. In the event of the Student's registration being cancelled as a result of false information, the Student will not be entitled to a refund of any fees paid and will be liable to settle the balance of outstanding fees plus 20% interest per annum of the total amount owing.
67. If a student decides to cancel this contract, the student must do so in writing to the College before the start of classes by the first Monday of the first week of February or by the first Monday of the month in which classes begins for the semester or the first Monday of July or by the first Monday of the month in which classes begins for the semester starting in July via email to [admissions@hillcrosscollege.com](mailto:admissions@hillcrosscollege.com). Failure to adhere to this instruction, the student will be liable for the payment of the full tuition

fees for the current academic year. Students who enrol after classes have started will have a week after their enrolment acceptance date to cancel their contract otherwise, else, they will be liable to pay the full amount of tuition for that particular academic year.

68. If the contract is properly terminated, the College will initiate a refund of fees paid less the registration fee within 60 days of the successful cancellation of the contract.
69. Where a scholarship/bursary beneficiary decide to return or rescind the scholarship/bursary benefit they have received from the College, including any study material, the student will bear all the associated cost of doing so.
70. If a student decides to withdraw from the College and cancel the contract, they are advised to speak to the College Administrator who will advise on available option on what decision the student can take. If the student concludes to withdraw within the appropriate period that a contract can be cancelled and having spoken to the College Administrator, we will refund fees already paid less the registration fee and other relevant sunk cost(s).
71. Where a student withdraws from the College after the expiration of the period required to do so, such student will be liable to pay the total cost of the academic and or additional cost associated with studying the program the student has been admitted to study.
72. Where an international student is refused student visa to access the Republic, the College will make effort to contact the relevant South African embassy so as to understand the reason for the refusal of the student visa. Where the student visa refusal is not due to student visa application with fraudulent documents, the College will initiate a refund less the registration fee and other relevant sunk cost(s) within 180 days.

#### **WHEN AND HOW THIS CONTRACT CAN BE TERMINATED AND THE CONSEQUENCES OF TERMINATION**

73. The contract between both parties will end
  - If you withdraw from the College arbitrarily in breach of the agreement yet, the student will be liable to pay the total cost of the academic and or additional cost associated with studying the program the student has been admitted to study including interest at 20% per annum of the total amount owing and the amount owed will be recovered via legal process and the student will be liable to pay the legal fee incurred by the College.
  - If a student is expelled due to misconduct in accordance with the College disciplinary procedure yet, the student will be liable to pay the total cost of the academic and or additional cost associated with studying the program the student has been admitted to study including interest at 20% per annum of the total amount owing and the amount owed will be recovered via legal process and the student will be liable to pay the legal fee incurred by the College.
  - If a student fails to meet up with the payment of study fees yet, the student will be liable to pay the total cost of the academic year and or additional cost associated with studying the program the student has been admitted for including interest at 20% per annum of the total amount owing and the amount owed will be recovered via legal process and the student will be liable to pay the legal fee incurred by the College.
  - Where an international student is refused a study visa/permit required to enter and study at the College.
  - At the expiration of the one-year agreement between both parties.
  - Due to death, terminal illness, disability, or insanity of student or his or her sponsor confirmed by a medical certificate issued a registered medical practitioner or a medical authority in the Republic.
  - At the discretion of the College if we discover that the student has provided inaccurate, incomplete, false or misleading information or if the student has failed to provide us with all relevant information relating to the application to study at the College yet, the student will be liable to pay the total cost of the academic and or additional cost associated with studying the program the student has been admitted to study including interest at 20% per annum of the total amount owing and the amount owed will be recovered via legal process and the student will be liable to pay the legal fee incurred by the College.
  - For students in their final year or semester once they have passed all their exam papers

#### **STUDENT RIGHTS**

74. The right to be serviced in accordance with the stipulation of this agreement.
75. The right to express grievance and appeal against the outcome of decision arrived at.
76. The right to participate in student's organization programs, to vote and be voted for.
77. The right to express opinion on the quality of educational services offered at the College.
78. The right to attend lectures, seminars, and other forms of training in accordance with the program of study
79. The right to devote themselves to studying and participating in academic and relevant non-academic activities
80. The right to behave in a manner that will not bring discredit to the honour and integrity of the College
81. The right to a refund in accordance with the agreement where the contract is terminated accordingly.
82. The right to use the College's training facility during their period of study.

#### **CHANGE OF MODE OF STUDY**

83. Where a student decides to change his/her mode of study, the prescribed administrative processes must be followed, and an administration fee may become payable.
84. The consent to transfer will be at the sole discretion of the College.
85. Changing a mode of study can be only allowed not later than two weeks from the start of the academic semester.

#### **LIABILITY AND LEGAL DECLARATION OF INDEMNITY**

86. Neither the College nor any official employee or representative of the College 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; and
  - The destruction of or damage to any property owned by or in the custody of any Student, howsoever caused.
87. We will not be liable to the student for any loss outside our control which we could not have foreseen or prevented even if we had taken reasonable precaution.
88. We will not be liable for any loss or damage to property that a student suffers where the loss or damage to property is;
  - The student's fault and or
  - The fault of a third party
89. The Student hereby indemnifies THE COLLEGE against any claim made against THE COLLEGE in respect of any damage arising out of the fault of the Student.
90. The student will be responsible for informing the College about changes to contact details, because any notice or information sent to the last cell phone number, email and postal address will be deemed to have been delivered.
91. This contract shall be governed by and construed in accordance with the laws of the Republic of South Africa and both parties agree to submit to the jurisdiction of the courts of the Republic.

#### **QUESTIONS ABOUT THIS AGREEMENT**

92. Any question that may arise requiring clarity should be directed to the Head of Administration at the College before signing the agreement.

#### IF THINGS GO WRONG

93. Where complaints arise by a party against the other party, the complaint(s) must be subjected firstly to the College internal complaints procedure and where the matter remains unresolved after exhausting the internal complaints procedure the aggrieved party may resolve to external mediation process.

#### TERMS AND CONDITIONS OF ACCEPTANCE OF OFFER

94. By accepting the offer to study in the College, you accept these terms and conditions in full. If you enrol at the College, you will also be required to agree to the agreement contained herein.
95. You will receive information about the College, including its facilities and its policies and procedures, and about the program of study you have applied for before and during the application and registration period.
96. If you successfully meet the conditions of your offer you may be asked to produce the original documents or a clear and legible copy of your qualifications and other supporting documents.
97. Your offer of a place and any subsequent invitation to register are made on the basis that the information supplied in your application is true and complete and that you hold the qualifications that you claim to hold.
98. Your place will only be confirmed if you meet all the conditions of your offer. Any such conditions will be detailed in the offer letter of admission.
99. If you are unable to take up the offer of admission and wish to defer to the next admission period, a written request must be made to the Head of Administration. In considering the request for deferral, we will consider any changes in entry criteria for the academic session to which the student have asked to defer to and our intentions regarding the future operations of our program. The request is not automatic and must be applied for.
100. If a student has a disability or a long-term health condition, we encourage the student to disclose the relevant information as early as possible to enable us to put in place the required support arrangement.
101. A student who requires student visa/permit to study in the Republic, they must comply by the deadlines and conditions required for securing the study visa/permit as required by the embassy.
102. The information provided in the application will be retained by the College and used for the purpose of processing admission and then added to student records after enrolment.
103. Students' information will be handled according to the Data Protection Act.
104. If any section of this contract is or becomes void or unenforceable it will not affect the validity or enforceability of the other sections of this contract.
105. The Student agrees to the jurisdiction of the Magistrate's Court, in respect of any legal proceedings that may be instituted arising from or in respect of this Registration Agreement, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the Magistrate's Court and select as their domicilium citande et executandi for all purposes the address indicated below.

### PART B

#### CO-PRINCIPAL DEBTOR (Where applicable)

#### GENERAL

1. The Co-principal Debtor hereby bind(s) themselves to the College, jointly and severally with the Student and/or other Co-principal Debtors where applicable, for the payment of all fees and other charges due by them to the College in terms of this Study Contract.
2. The Co-principal Debtor agrees that the College may recover, at its discretion and in no specific order of preference, such monies in full, from either the Student or the Co-principal debtor(s), or in part from both/all the aforementioned parties.
3. This Study Contract can only be cancelled or withdrawn with the College's written permission.
4. The Co-principal Debtor agrees to the jurisdiction of the Magistrate's Court, in respect of any legal proceedings that may be instituted arising from or in respect of this Registration Agreement, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the Magistrate's Court and select as their domicilium citande et executandi for all purposes the address indicated below.

#### CREDIT CHECK

5. By completing and submitting the Registration Agreement, the Co-principal Debtor authorises the college to access any information available to assess his/her application, and also gives the college permission to conduct a credit check with any National Credit Regulator (NCR) registered credit bureau or third party.

#### PAYER DECLARATION AND UNDERTAKING

6. To administer the application, it is necessary for the College to process some of the Co-principal Debtor's personal information, including but not necessarily limited to: Identifying information, biometric information, consumer credit information, contact information (including address), demographic details, and employment details where applicable and in some cases, supporting documentation. Provided that there is no unfair discrimination on the grounds of race, gender, sex, marital status, ethnic or social origin, colour, sexual orientation, age, language or birth, information pertaining thereto may be processed.
7. The College respects the right to privacy and will only process the Co-principal Debtor's personal information for the following purposes:
  - fee payment or collection;
  - any additional purposes to which the Co-principal Debtor consents; and
  - as otherwise required by law.
8. By accepting this privacy notice, the Co-principal Debtor consents that the College and its approved representatives may:
  - process the Co-principal Debtor's personal information for the purposes stated above as well as any other directly related purposes, including cloud storage of your information outside the RSA;
  - in the event of any reorganisation, merger, or acquisition of the College, the Co-principal Debtor's personal information may be transferred as part of the transaction to the acquirer, whether inside or outside the RSA.

I have read and understood this "study contract" and the terms and conditions of acceptance of offer of admission

Name of student.....

Student ID Number.....

Date & Signature.....

**CO-PRINCIPAL DEBTOR'S DETAILS**

Co-principal debtor's Name: .....

Co-principal debtor's Address:

.....  
.....  
.....

Co-principal debtor's Cellphone Number: .....

Co-principal debtor's email: .....

**CO-PRINCIPAL DEBTOR'S CONSENT & DECLARATION**

I, ..... (Co-principal debtor's name)

ID/Passport number..... (Co-principal debtor's ID number)

Hereby declare to the College that I will be jointly and severally liable in respect of the financial implication of the agreement contained herein and also be financially responsible in respect of

..... (student name)

ID/Passport number..... (student ID number)

for all tuition fees and relevant additional expenses as per his/her study at the College.

The student is my;

Son		Sister	
Daughter		Brother	
Niece		Stepchild	
Nephew		Grandson	
Cousin		Granddaughter	
Others specify			

I have read and understood the college's rules and regulation including the study contract.

Thus, done and signed at ..... (town/city/location) on this ..... day of ...../20.....

Signature of Co-principal debtor: \_\_\_\_\_



**Acceptance of Offer of Admission**

The Admissions Officer  
Hillcross College

Dear Sir/Ma,

**Re: Acceptance of Admission Offer at HillCross College**

I, \_\_\_\_\_ (Name of Student)

With ID Number: \_\_\_\_\_ hereby accept the offer of admission to study for a

**Certificate/Diploma** program in \_\_\_\_\_ (Program of study)

I understand that if I do not report for admission on the date and time mentioned in the offer letter, I will forfeit the seat and the fees paid will not be refundable and I will financially liable as expressed in the contract of study.

I understand that if I fail to obtain minimum eligibility Criteria, my admission may be cancelled.

**Signature of student:** .....

**Date**.....

**For Office Use Only**

**Checked by**.....

**Signature & Date**.....

**School stamp**