



2021 STUDENT STUDY CONTRACT

DEFINITIONS

We/Us/Our means HillCross Business College

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

Both Parties means you and us

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 submitted an application to study towards a program of study at the College.

Student means an enrolled student of HillCross Business College

College means HillCross Business College

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

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

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. 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.
5. By signing the contract, you are confirming that the information you have provided to us is accurate, and that you will take up the place you have been offered to study at the College.
6. This agreement is a one-year study contract (January – December) between both parties and subject to renewal after it terminates at the end of each academic year.
7. It is expected to terminate at the end of one academic year.

AGE RESTRICTION

8. 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

9. 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.
10. 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.

OUR EXPECTATIONS OF YOU

11. 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.
12. we expect you to submit by due dates prescribed by the faculty, all program assessment and practical works and to tell us as soon as possible when circumstances arise which affect your ability from doing so.
13. By signing this contract, you agree to abide by the terms and conditions contained herein.

STUDENT CONDUCT

14. You confirm that all the information that you have provided in your application form, online registration form or to the College's employees or agents is complete, up-to-date and accurate in all aspect.

15. If it discovered that you provided false or incomplete information, you will not have fulfilled the condition of the offer hence, we may withdraw or amend our offer to you or apply the appropriate disciplinary procedure.
16. you agree to comply with any additional external requirement that may be required and appropriate to your successful completion of your program of study. We may have to exclude you from completing a program where you fail to comply with these additional requirements.
17. Additional standard of professional behaviour is expected of you if you are studying a qualification which 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.
18. 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 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.
19. Be punctual. Persistent latecomers are likely to be suspended. Late arrival and early departure at or from a class are recorded as absence from the class.
20. Study to the best of their ability and hand in assigned work on time.
21. Follow the college's Health and Safety Regulations and behave in a way which does not compromise their own safety and that of others.
22. Respect all those who use the college facilities, including students, staff, volunteers or members of the public.
23. Be considerate of the rights of fellow students and staff to an environment conducive to teaching and learning.
24. Respect the college property. The students will compensate damage to institute/property/furniture caused by neglect or wilful damage. Defacing the walls or institute property will be viewed seriously.
25. Be aware of the college's equal opportunity policy and treat everyone with respect regardless of culture, race, gender, religion, sexual orientation, disability or social status.
26. Inform the college if they feel harassed, bullied or assaulted on or off the college premises.
27. Register with the college and pay tuition fees on time.
28. 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 required to pay the fee for the entire course.
29. 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.
30. Inform the college of any changes in personal details or address.
31. Always carry their student identity card with them and produce it on request.
32. Must not use cell phones in all academic areas of the campus especially in the classrooms.
33. Must not be under the influence of drugs, alcohol or other illicit substances on the college premises.

MISCONDUCT

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

MISCONDUCT INCLUDES:

35. Behaviour, which is disruptive to teaching, learning and other activities of the college
36. Failure to follow reasonable instructions given by staff
37. Smoking within the college premises
38. Failure to follow Health and Safety Regulations
39. Disorderly behaviour or the use of abusive language
40. Vandalising college buildings, equipment or furniture
41. Misusing college resources and facilities such as the library, software and computers.
42. Using or selling illegal drugs and consuming alcohol on the college premises
43. Attending college under the influence of drugs or alcohol
44. Displaying racially or sexually offensive behaviour
45. Violence or threat of violence
46. 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

47. 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.
48. 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
49. 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 CHARGES

50. Payment must be paid via debit order. The relevant bank account must be funded on the agreed payment date.

51. 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 1st of every month unless a payment agreement is in place between both parties, else a 20% default penalty will be imposed on the outstanding amount.
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. If an agreement is made to make payments in instalment on certain agreed dates, the payment must be made on or before those agreed dates.
58. 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.
59. Student with outstanding tuition fees will be disallowed from writing exams nevertheless, the College will recover the amount owing with interest and the student will be liable to pay the legal cost incurred by the College in recovering the amount owing.
60. The College can without notice effect reasonable increase to tuition fees within a reasonable time interval.
61. Student who change their program of study after classes have started will be charged the sum of R500 as change of course fee. Student who enrol 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.

CANCELLATION, TERMINATION AND WITHDRAWAL

62. 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.
63. 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 for the semester starting in January or the first Monday of July for the semester starting in July via email to info@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, they will be liable to pay the full amount of tuition for the current academic year.
64. If the contract is terminated appropriately, the College will initiate a refund of fees paid less the registration fee within 60 days of the successful cancellation of the contract.
65. 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.
66. If a student decides to withdraw from the College and cancel the contract, you 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.
67. Where a student withdraws from the College after the cut-off 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.
68. 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 with 180 days.

WHEN AND HOW THIS CONTRACT CAN BE TERMINATED

69. 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% 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% 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 and or additional cost associated with studying the program the student has been admitted to study including interest at 20% 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 entry visa required to 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% 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

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

LIABILITY

78. 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.
79. 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
80. 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 properly delivered.
81. 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

82. On review of this agreement, 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

83. Where there are complaints 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

84. 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.
85. 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.
86. 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.
87. Your offer of a place and any subsequent invitation to enrol 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.
88. 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.
89. 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.
90. 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.
91. A student who requires student visa to study in the Republic, they must comply by the deadlines and conditions required for securing the study visa as required by the embassy.
92. 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. Students information will be handled according to the Data Protection Act.
93. 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.

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.....



PARENT/SPONSOR CONSENT AND DECLARATION

Sponsor/Parent Name:

Sponsor/Parent Address:

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

Sponsor/Parent Cellphone Number:

Sponsor/Parent email:

Consent & Declaration

I, (sponsor/Parent name)

ID/Passport number.....(sponsor/Parent ID number)

Hereby declare to the College that I will be equally 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;

Table with 4 columns and 6 rows listing relationships: Son, Daughter, Niece, Nephew, Cousin, Others specify, Sister, Brother, Stepchild, Grandson, Granddaughter.

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/2019

Signature of Parent/Sponsor: _____



Acceptance of Offer of Admission

The admissions officer
Hillcross Business College

Dear Sir/Ma,

Re: Acceptance of Admission Offer at HillCross Business 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