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STANDARD TERMS AND CONDITIONS OF REGISTRATION AS A STUDENT

THE CAPE TOWN CREATIVE ACADEMY
(hereinafter referred to as “the CTCA”)
Registration # 2011/119961/07

and

Name and Surname of Student (hereinafter referred to as “the Student”)

Whereas the student is keen to follow a course at the CTCA, the student hereby agrees with the CTCA regarding the terms and conditions under which he/she will receive tuition and training and which will be binding on both parties for the duration of the agreement:

1. **Acceptance:** Acceptance as a student to the CTCA occurs only after selection and the right of admittance to the CTCA is reserved. The CTCA has the right to limit the number of students for any specific course at the sole discretion of the CTCA.
2. **Liability:** The student hereby accepts liability for the honouring of all of his/her obligations in terms of this agreement, including the payment of all study, class or other fees that may be charged by the CTCA.
3. **Contractual Competence:** If the student is under age, this agreement is entered into with the assistance, knowledge and permission of his/her parents and/or legal guardians and this agreement is signed by such persons in their capacity.
4. **Registration fee:** During registration, all students pay a non-refundable deposit / registration fee that is fixed by the CTCA from time to time and the student will be informed of such amount before registration occurs.
5. The balance of the academic/course fees are payable as follows:
 - 5.1. Payment of the full outstanding balance, less a settlement discount, as determined from time to time by CTCA, if payment occurs before 28 February of the academic year;

- 5.2. Payment by way of debit order over a period of 10 consecutive months, first debit order no later than on the last working day of February of each year, and each succeeding payment no later than on the last working day of each succeeding month;
- 5.3. If any payment of a debit order is not made for whatsoever reason, the student will immediately become liable for payment of the full outstanding balance of the course which will immediately be claimable and payable.
6. The course fee does not include any computer equipment or software programs and the student will be responsible for the purchase thereof.
7. The course fees do not include any prescribed art material and the student will be responsible for the purchase thereof.
8. **Discontinuation:** If a student discontinues a course/module or does not complete a course/module for whatsoever reason, he/she is still liable for the payment of the full module fee and all outstanding payments, if any, will be claimable and payable. No fees already paid to the CTCA by the student for the specific module will be refundable, and a cancellation/administration fee for each module cancelled will be charged. All fees paid by the student for modules that have not been commenced with, will be refunded, less an administration fee as determined by CTCA from time to time, and as published in the yearbook.
9. **Failure to pay academic/course fees:** If any payment by the student to the CTCA is due and payable and such payment is not made at the agreed time and in terms of this agreement, the CTCA will be entitled to immediately proceed with legal action against the student, or person/s responsible for payment of the fees or other amounts still outstanding. The student will be liable to pay all costs incurred by the CTCA to collect any fees, on the scale of attorney and client, together with collection commission, tracing costs and any other costs that CTCA may reasonably incur.
10. If a student fails to comply with any of the terms and conditions, contained in this agreement, the CTCA reserves the right to:
- 10.1. Withhold examination results;
 - 10.2. Refuse registration for the following term/module;
 - 10.3. Refuse the student the right to a certificate of good conduct;
 - 10.4. Withhold the qualification/certification of the qualification;
 - 10.5. Deny the student admission to examination, lectures and practical sessions;
 - 10.6. Levy interest on any unpaid amounts and hold the student liable for any such amount at a rate equal to 2% more than prime interest rate;
 - 10.7. Report the outstanding debt to the National Credit Regulator and/or Credit Bureau.
11. **Indemnities:** The student hereby indemnifies the CTCA, its personnel, employees, officials, representatives or agents against liability for all claims of whatever nature that the student may have as a result of any occurrence, incident, accident, injury, illness or death, however it occurred and that arises from the attendance of the course, any excursion, practical class or transport during the student's studies at the CTCA. The student attends the course and uses all equipment, materials and other items at own risk and hereby voluntarily accepts the risk incidental thereto.
12. The student indemnifies the CTCA against any liability for damage or loss of any article that is brought to the CTCA premises by the student.
13. **Rules:** Each student is expected to comply with all the rules as set out in the Student Yearbook for the full duration of the student's time at the CTCA. By signing this agreement, the student undertakes and agrees to comply with such rules at all times. The Rules are contained in the Yearbook, which the student has been provided with on the CTCA Trello system.

14. The student is expected to attend all classes. If attendance is dissatisfactory in the opinion of the CTCA, the CTCA can refuse the student admission to examinations/ resubmissions.
15. Students who disrupt classes in such a way that they prevent fellow students from getting the attention and tuition they deserve, will be instructed to leave the class. Repeat offenders will face serious disciplinary action.
16. The student is liable for all damages that he/she causes to the property of the CTCA or the premises in which it is housed in any way whatsoever. The student must compensate the CTCA for such damages caused within 30 days after an account was rendered to the student, setting out the damages and the costs of repair or replacement, failing which the CTCA will have the right to take legal steps against the student in order to recover the damage caused by the student, and to rely on the provisions of clause 10 above.
17. All property belonging to the CTCA and used by the student on a loan basis has to be returned to the CTCA at the agreed date and time. Should the student fail to return any property such as books, photographic and video equipment, etc. at the agreed date and time, the cost of such property will be recovered from the student's account. If such a payment is not made in time and in agreement with the terms and conditions of this agreement, the CTCA will be entitled to proceed with legal action against the student, and to invoke the provisions of clause 10 above.
18. No amendment, cancellation, respite, variation or addition of this agreement will have any legal force or be binding on the parties if it is not in writing and is not signed by all parties or their authorised representatives.
19. No grace, relaxation or respite that the CTCA may extend to the student will in any respect adversely affect or refrain the CTCA from the prospective enforcement of any of its rights or obligations.
20. For purposes of this agreement any reference to the student wherever it may be applicable, will also be a reference to the parent(s), guardian or surety and any undertaking, obligation or indemnity by the student is as valid and enforceable against the parent(s), guardian or surety of such student as if such an undertaking, obligation or indemnity was granted by the parent(s), guardian or surety of the student, where such student is assisted by his/her parent(s), or guardian or where a person binds him/herself as surety on behalf of the student.
21. The student hereby chooses for purposes of delivery and service of all documents and procedures in pursuance of this agreement, the address as is contained on the registration form and the postal address as the address where correspondence can be sent to the student by the CTCA. In case of a change of address, the student undertakes to give the CTCA written notice of such change of address.

DECLARATION TO BE COMPLETED BY ALL APPLICANTS

I HEREBY CONFIRM:

1. The information contained herein is true and correct in all respects;
2. There is no legal obligation on the CTCA to accept me as a student, and if the CTCA accepts me, I will only be admitted as a student if and when I comply with all the regulations and requirements the CTCA may set;
3. That I accept the terms and conditions of this agreement to be binding on me, that I have read the agreement and understand the content thereof,
4. I hereby irrevocably authorise the CTCA to provide the person responsible for payment of the

student fees, as indicated on the student registration form, with all test and examination results and, where applicable, a progress report, on request.

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20_____

The STUDENT

WITNESS

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20_____

PARENT / GUARDIAN (if applicable)

WITNESS

SIGNED AT _____ ON THIS _____ DAY OF
_____ 20_____

On behalf of THE CAPE TOWN CREATIVE ACADEMY

WITNESS

(Duly authorised thereto)