

SECTION 10: TERMS OF REGISTRATION

**IMPORTANT**

When you register with us, **you accept these terms** and the fees as revised for each relevant academic year. You **also accept our rules** (including all regulations, policies, and codes of conduct), which you can read on The IIE website <https://www.iie.ac.za/iie-policy-bank> and in the student portal.

**You may complete this contract in hard copy by printing and signing it or requesting a hard copy to sign from the campus or from your exam centre or a programme success tutor.**

**OR**

**You will signify your agreement to these terms and to be bound by them if you click to accept or agree to these terms where the Institute offers an option to do so. You warrant that you are authorised to do so.**

**These terms and our rules form this contract between you and us.** This contract only ends for reasons stipulated below or if we or you cancel the registration or if you fail to register for any new academic year. Should you be in default of any payment, the agreement coming to an end does not prejudice our rights to recoup any outstanding monies.

Should you decide to transfer from one campus to another within or across brands of The Institute, or change modes, or reregister at any future time at The Independent Institute of Education, any outstanding monies, and any outstanding disciplinary process in terms of The Institute's rules will continue to apply to you in terms of this contract.

You will be required to conclude a new contract annually which will include fees for that year. You must notify the campus head or authorised campus person or your online centre manager in writing if any of your details change.

**If you do not understand anything, please contact us, and ask for us to explain it before you accept this contract.**

Certain important words or phrases are in bold text. Some of these could increase your debt or other legal responsibilities under this contract, or they could limit ours. You must please read them very carefully.

Your fundamental consumer and privacy rights and remedies are guaranteed by law. This contract does not aim to, unlawfully or unduly, reduce, limit, or avoid any rights or obligations under consumer and privacy protection or similar laws.

## 10.1 Definitions

In these terms:

**Academic material**, in the context of this contract, means books, notes, equipment, uniform or any other material provided to you or ordered for you once the contract has been agreed to.

**Academic period** means the stipulated period of instruction which may or may not be a year.

**Academic registration** means agreement to the courses or modules you will be undertaking this year and the associated fees.

**Academic year** means the **annual period of instruction** normally running from 1 January until 31 December, or from 1 July until 30 June the following year or any other period as stipulated.

**Accept** and **acceptance** shall have the same meaning as **sign**.

**Attend** includes taking part in any class or structured academic activity in person on a campus or remotely by online means.

**Contract** shall have the same meaning as **terms**.

**Contract amount** means the fees and other charges you must pay for the programme for the **relevant academic year**, including any relevant application fee, pre-registration fees, registration fees and tuition fees.

- a) In addition to the contract amount, you may be liable for the costs of extra goods and services such as transport, notes, textbooks, stationery, uniforms, remarking or supplementary fees.
- b) The contract amount will change if you change the mode of delivery or campus or programme or qualification on which you are registered or the registration type.

**Deferral of registration** means not reregistering to study at the start of a new academic year or period prior to programme or qualification completion.

**Due date** means any date in any academic year by which you must pay any part of the contract amount.

**External provider** means a separate independent organisation from The Institute that is responsible for providing or awarding any programme or qualification. It may include any external examining body other than The Independent Institute of Education associated with these modules, programmes, or qualifications. It may also include any other party offering academic help, products, or services to our students by arrangement with us.

**Fee payer** means the natural or juristic person responsible for paying the contract amount or other fees due by the student.

**Full settlement** means the upfront payment terms where the contract amount is paid in full as a single transaction by the specified date.

**Intellectual property** means knowledge, creative ideas, or expressions of human mind that have commercial value and are protectable under copyright, patent, service mark, trademark, or trade laws from imitation, infringement, and dilution. Intellectual property includes brand names, discoveries, formulas, inventions, knowledge, registered designs, software, and works of artistic, literary, or musical nature.

**Mode of delivery** means the way in which the programme is presented and includes distance or contact registration.

**Payment Terms** means your selection of the period over which you will make payment.

**Personal information** means information that relates to an identifiable and living natural person (which includes students and prospective students, parents, and fee payers and suppliers) and where applicable, an identifiable and existing juristic person (such as a company, close corporation, or a trust). This information includes: (a) information describing a person, such as their race, gender, sex, pregnancy, marital status, national, ethnicity, colour, sexual orientation, age, health, disability, religion or beliefs, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of a person; (c) any identifying or contact details (such as a person's name, e-mail address, physical address, telephone number, location information); (d) the biometric information of the person; and (e) the personal opinions, views or preferences of (or about) a person or any communications set to or from a person.

**POPI Act** means the Protection of Personal Information Act 4 of 2013. Also referred to as POPIA.

**Processing** means activities that involve personal information, including activities such as collecting, storing, using, disseminating, marking, restriction, erasing or destroying personal information.

**Professional body** means any body, recognised in law, to have the responsibility of regulating a particular profession or professions or aspects of the work of a particular profession or professions.

**Programme** means any unit of study for which a student registers at The IIE School of Hospitality and Service Management and includes, but is not limited to, full qualifications, short learning programmes, courses, a year of study, a module or workshop or tuition support.

**Provisional registration** includes temporary registration of a student who did not meet all the entrance requirements or provide all documents needed by us or any external provider, and it applies until the student meets stipulated conditions. Provisional registration does not impact

on the effect of the contract which is not dependent on the type of registration.

**Qualification** means a qualification registered on the National Qualifications Framework (NQF) for any South African qualification or duly recognised by South African Qualifications Authority (SAQA) or Universities South Africa (USAf) for equivalency on the NQF.

**Registration type** means full time or part time registration.

**Rules** mean our regulations, policies, practices, procedures, standards, the Student Code of Conduct, Dispute, Grievance and Disciplinary Policy.

**Semester** normally means half of an academic year and includes the period of teaching and learning associated with half of an academic year.

**Semester end** is the date as defined in the student academic calendar.

**Semester start** means the date on which a semester is designated as beginning for the programme concerned on the academic planning calendar for that programme.

**Sign** means the addition of your signature to and your conveyed intention to indicate acceptance of these terms and includes the use of an 'electronic signature' as defined in the Electronic Communications and Transactions Act 25 of 2002.

**Special Personal Information** means (a) information that relates to religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information; (b) criminal behaviour to the extent that such information relates to the alleged commission of any offence or any proceedings in respect of any offence allegedly committed or the disposal of such proceedings.

**Student** means the person who is registered and studying with The Independent Institute of Education School of Hospitality and Service Management.

**Terms** mean the conditions and obligations contained in this document.

**The Institute** means The Independent Institute of Education (Pty) Ltd.

**Transfer** means to move a student's academic record and registration from one campus to another within or between brands of The Institute or to change the mode of delivery or registration type or the programme being studied.

**We, our or us** refers to The Institute or The IIE School of Hospitality and Service Management, or both, depending on the circumstances.

**You, your or yours** refers to everyone who is party to this contract (including the student) together and individually depending on the circumstances.

## **10.2 Financial matters and amendment to registration.**

- 10.2.1 Each person accepting this contract or submitting an online contract promises and agrees that they are jointly and severally liable to pay the contract amount to The Institute in full on these terms. This means that you are legally responsible together and individually for paying the contract amount.
- 10.2.2 Each person accepting this contract is liable for the contract amount including under any circumstances in which a signed undertaking by a third party such as a company or any other sponsor has been provided in the required format but not honoured by such a third party.
- 10.2.3 We may conduct a credit or affordability check and by signing this contract, you agree to us doing so.
- 10.2.4 If we do not receive payment by Full Settlement by the due date, we may change the payment terms and you must pay based on the new payment terms we will give you.
- 10.2.5 Where a payment amount or terms is not specified, the fee payer is deemed liable for the Full Settlement fee by the specified date.
- 10.2.6 The contract amount must still be paid in full irrespective of student attendance at any class or engagement with any academic activity or online content. It will not be adjusted, reduced, or refunded.
- 10.2.7 You must complete a "request to transfer" application in the required format (available from the campus or programme administrator) through the required process if the student wants to be transferred to another campus of The Institute or to change the mode of delivery for instance from distance to contact or the registration type from full time to part time. The student can only be registered at the other campus or in the other mode or in a different registration type if their account is up to date at the original campus or in the other mode.
- 10.2.8 The contract amount may change because of any change to campus or mode of delivery or programme and the student will be liable for the contract amount for the new campus, mode of delivery or programme from the point at which the transfer is finalised. An administrative fee may be charged to effect the transfer.
- 10.2.9 You must follow the stipulated process if the student wants to make any changes to their registration for any programme or part of any programme.
- 10.2.10 Should you, for whatever reason, receive a financial credit in the current academic year, you may request that the remaining credit balance on your financial account be carried over to the next academic year, subject to the provisions of 10.5.20. The Institute reserves the right to confirm or deny this request in writing. In these circumstances, The Institute's decision is final.
- 10.2.11 We may cancel this contract at any time if you are in material breach of these terms and conditions. A material breach will include, but not be limited to, following circumstances:
  - (a) Failure to comply with policy, procedures and processes of The IIE;
  - (b) False, inaccurate or misleading information;
  - (c) Failure to comply with immigration requirements; or
  - (d) Failure to pay tuition fees.

- 10.2.12 We may cancel this contract and refund you any part of the contract amount already paid, excluding any registration or application fee, which you warrant that you understand has not been an advance reservation or “place holder” for purposes of section 17 of the Consumer Protection Act 68 of 2008 (“the CPA”), and you do not have to pay the rest. We may do this if:
- (a) the student does not meet the admission requirements, including those stipulated by any professional body, proof of which will be required;
  - (b) too few students are enrolled to justify running the programme; or
  - (c) a provisionally registered student has taken all reasonable steps to comply with the conditions but has still not met them by the specified date.
- 10.2.13 Any refund in terms of 10.2.10 will exclude an amount for any programme already commenced where the student has already logged on to the relevant learning system, attended and/or paid as a registration or application fee and/or any academic material already supplied.
- 10.2.14 This contract is cancelled if we expel the student following a disciplinary process. We will not refund any fees, and you remain responsible for paying the balance of the contract amount in the relevant academic year.
- 10.2.15 We will not adjust or refund fees if a student is suspended from attending or participating in any programme for any reason but is not expelled following a disciplinary process (where relevant). You must still pay the full contract amount.
- 10.2.16 The due dates for payment of fees are as stipulated on the fee schedule annually or on acceptance of this contract for the academic period or for the initial academic year or upon acceptance of the academic registration form in second or subsequent years of study as may be the case.
- 10.2.17 When this contract ends, the terms which protect our rights will still be effective.
- 10.2.18 You must send and we should receive a signed letter to the person authorised by The Institute if you intend to cancel your registration in terms of this contract. The Institute may retain the following amounts as a reasonable cancellation fee, and you warrant that you understand the meaning of a reasonable cancellation fee as set out in section 14 of the CPA and understand that we have agreed these to be reasonable for the purposes of section 14(3)(b)(i), to cover its administrative and other costs:

The amount below must be paid and will not be refunded	If you cancel and your registration contract covers:		
	Two semesters	One semester only	Short learning programme
	Cancellation date		
10% of Full Settlement amount irrespective of the payment option you have made, plus the full cost of any academic material already supplied or ordered specifically for you.	before the stipulated start date of the programme	before the stipulated start date of the programme	before the stipulated start date of the programme
100% of the first semester contract value, plus the full cost of any academic material already supplied or ordered specifically for you.	before the stipulated end of your first semester in your academic calendar	Not applicable	Not applicable
100% of the contract amount, plus the full cost of any academic material already supplied or ordered specifically for you.	any time after the end of the first semester	any time after the stipulated start date of the programme	any time after the stipulated start date of the programme

- 10.2.19 If the payment of any contract amount is late, we may exclude the student from campus, from attending classes for their chosen programme or qualification of study, graduation and may also withhold results until the required amount has been paid, without prejudice to our other rights. The student must still complete and submit any assignments and assessments set during this time. You must still pay the full contract amount even if we exclude the student or hold back results.
- 10.2.20 You remain responsible for any expenses that we incur if you breach this contract. Our expenses may include legal fees, tracing, and collection costs.
- 10.2.21 If any payment is more than 30 calendar days late, and no payment arrangement has been made, we may require you to pay the entire unpaid balance of the contract amount. We will charge interest on the outstanding amount at the highest rate allowed under the National Credit Act, 34 of 2005 as amended from time to time.
- 10.2.22 An account statement or a letter signed by an authorised financial manager of The Institute stating the amount you owe at any time is good enough provisional (prima facie) proof of your debt for all purposes.

10.2.23 Any cancellation or deferral or transfer in terms of this clause will not automatically extend maximum allowable completion times for your programme/qualification registration.

10.2.24 You must write to the person authorised by The Institute as soon as you change your address or other contact details and amend these on the system.

### 10.3 Security Obligations

10.3.1 You will not disclose any personal details and/or access details including your applicant or student ID which has been issued to you for your online application and registration to any unauthorised third party or record such details in any way that may result in them becoming known to a third party. If you do not keep your personal details/access details safe, you give up any claim you may have against us for any loss or damage you may suffer because you have not kept them safe.

10.3.2 After your access details/applicant or student ID have been entered, we will assume that any activity in relation to your online registration is yours and any instruction is genuine. Even if someone else uses your access details, we may carry out an instruction as if you authorised it.

10.3.3 We confirm that we have reasonable security safeguards in place to protect your access details and other personal or confidential information provided by you via the online registration process. However, you accept that, while we will take all reasonable steps to prevent security breaches in respect of online registrations, any information sent over an unsecured link or communication system is susceptible to unlawful monitoring, interception, or access by a third party, for which we will not be responsible.

### 10.4 Important indemnity:

10.4.1 You indemnify (cover) us against any claim, loss, damage, injury, or death that results from any negligence or deliberate act or omission (failure to act) by the student, on or off campus.

10.4.2 The student takes part in all activities at own risk, and you:

- (a) **give permission** for the student to take part in The IIE School of Hospitality and Service Management's activities on or off campus, including games, sport, cultural, educational, or social activities, tours, outings or any similar activity;
- (b) understand that the activities carry **some risk of injury** and are not necessarily supported by us or subject to our supervision or control;
- (c) **indemnify us** (including our associated companies, employees, subcontractors, and representatives) **against any claim** linked to any loss, damage, injury or death to the student or their property in the course of these activities, unless caused by our gross negligence;
- (d) **give permission** for any of our employees or representatives to attend to any injury the student suffers while taking part in any activity, and **to consent to any medical treatment** with the same authority as a parent (*in loco parentis*) where they cannot contact the student's parent or guardian **in a medical emergency**; and

- (e) agree to pay any medical or related costs incurred by The Institute for treating the student.

## **10.5 General:**

- 10.5.1 You warrant and promise that all your information in the application and registration process and this contract is true and correct.
- 10.5.2 The person accepting these terms warrants and promises that you have full contractual capacity.
- 10.5.3 In addition to the acceptance of these terms and conditions as part of this registration process by the fee payer or the student, the student will be required to indicate acceptance of these terms by accepting them on the student portal the first time they access said portal and will be bound accordingly.
- 10.5.4 We may cancel or change any start or end date or timetable and class composition without notice, but with good reason, to allow for changing circumstances.
- 10.5.5 We may change the curriculum and content of any programme or module offered.
- 10.5.6 We may cancel the offering of any programme or part of a programme if there is not enough demand, as long as the contract amount is adjusted accordingly and as long as, in the case of a programme, students have not yet commenced their course of study on that programme.
- 10.5.7 The student must make sure they are registered for all the right modules, programmes, and qualifications.
- 10.5.8 The student must make sure they understand all registration requirements, the prospectus, and all rules for selecting any subject and about the longest time allowed to finish their chosen programme as they may apply.
- 10.5.9 You warrant and promise that you have properly checked the relevant qualification, programme, subjects, and modules before accepting this contract. You release us from responsibility for any loss or debt resulting from any incorrect registration or assessment, for any reason.
- 10.5.10 The student must get the South African Qualification Authority or Universities South Africa or both to certify any international qualification as required, at the student's own cost.
- 10.5.11 You hereby acknowledge that, where applicable, professional qualifications are designed to comply with the requirements of the relevant South African professional body and The Institute is bound by these requirements.
- 10.5.12 You hereby acknowledge that you know which bodies run, accredit, and award the student's study programme or qualification and understand how to register.
- 10.5.13 Where relevant, you must register with any relevant external provider for the student's study programme or qualification and comply with their relevant requirements, policies, and procedures, including paying the contract amount.
- 10.5.14 Our rules are available on <https://www.iie.ac.za/iie-policy-bank> and student portal. We give students access to the rules within five working days of the stipulated starting date of a programme. Students have 10 days to read and understand the rules and how they apply to their programme. After this, we may assume you have read, understood, and promised to follow all the rules from your date of acceptance of this contract.

- 10.5.15 We may change rules or introduce new rules about academic and operational matters, student conduct and other issues at any time and the changes will be published on the student portal. The student must follow these new or changed rules.
- 10.5.16 We take academic integrity very seriously. We will take disciplinary action against any student we believe is involved in cheating, plagiarism, or any other breach of academic integrity. If the student is suspended or expelled, you are still responsible for paying the full contract amount.
- 10.5.17 All Intellectual Property generated through the performance of your study obligations vests with The Institute, unless formally agreed otherwise in writing by the Registrar of The Institute in advance of the production of such Intellectual Property. When this contract is accepted, you agree that the student is deemed to have ceded and assigned (transferred) to The Institute any rights to and ownership in any intellectual property the student creates in the course of any academic study, research, or project with us or in using our equipment or facilities. If this deemed cession is held to be inadequate for any reason, then you/the student agree to sign a deed of cession and assignment with The Institute.
- 10.5.18 We will do our best as soon as practically possible to resume any programme which is stopped or altered because of any circumstances beyond our reasonable control. These include force majeure, states of disaster or emergency, acts of God and government, disease, electricity load shedding, disrupted supplies of water, extreme weather, natural disasters, war, revolution, industrial or student unrest and similar events.
- 10.5.19 The mode of delivery and registration type and the student's originally chosen manner or ability to attend may not be the same as prior to the circumstances in 10.5.18 above if such circumstances preclude the same.
- 10.5.20 This contract may only be changed if it is done in writing and accepted by or on behalf of all parties. No specific or implied waiver of our rights is valid unless in writing and signed by all parties. However, parties agree to regard any changes to our rules as valid and effective five working days after publishing the changes on the student portal.
- 10.5.21 To provide you with learning material, access to our digital and physical facilities as well as educational services and feedback, we need to process your personal information and special personal information. We will not ask for more personal and special personal information than is necessary for us to fulfil our responsibilities or obligations in terms of this contract, which is to provide you with educational services.
- 10.5.22 You give us permission to collect and process your personal information and special personal and to release such information to third parties/service providers as may be necessary for us to provide educational services to you or to meet legal obligations or in the case of emergency. You warrant that you give this permission freely, voluntarily and without undue influence and duress.
- 10.5.23 We will share your personal and special personal information with other industry, regulatory bodies, and service providers but only in so far as is required by them to fulfil their duties.
- 10.5.24 You (including the student) hereby give us permission to send you information about academic or financial matters, lecture times, campus activities and any similar information using electronic communication, including text messages and email.

- 10.5.25 We may also send marketing material to you by electronic communication, and you may opt out of receiving further such marketing material by opting out through the appropriate function on the first marketing communication received by this means.
- 10.5.26 We will treat your personal information and special protected personal information with caution and have all generally accepted information security measures in place that are required to protect it. To see the full extent of our Information Privacy Notice, please visit our website at [www.advtech.co.za](http://www.advtech.co.za).
- 10.5.27 You may request from us disclosure of the personal information and special personal information we hold on you, or request amendment or correction, update or deletion of such information and we will attend to your request in accordance with relevant policy of The Institute, the POPI Act and the Promotion of Access to Information Act 2 of 2000. Such request shall be made using the process detailed in our PAIA Manual which may be obtained from our website detailed in 10.5.26 above. It is important to note that a request to delete personal or special personal information may result in us being unable to provide our services to you. You have the duty to inform us of any changes to your personal information and special protected information relevant to our contractual relationship, as and when this occurs.
- 10.5.28 We allow students to use our information systems and networks for their studies and communicating with other students and lecturers. But we may check any information students create, store, send or receive using our systems and networks. This means that we may monitor, intercept, record or inspect all communications or data, but are not obliged to do so. The student agrees to this condition.
- 10.5.29 You also allow us to use any of the student's work (including work entered into any competition by us) for our marketing and promotion.
- 10.5.30 You also unconditionally consent to us using any image of the student in any of our material, including social media.
- 10.5.31 We may report anything to do with conduct, breach of any rules, or health (to the extent that a significant threat has been recognised) to their parent, guardian or fee payer, or any relevant authority, and you have given us permission to provide such reports by accepting this contract. This may include personal information.
- 10.5.32 Your academic transcript will contain all information required by regulation including your progress and academic performance in all attempts at all modules as well as a statement of good standing related to your conduct unless you have a disciplinary record with us in which case no such statement of good standing will be provided.
- 10.5.33 In terms of the Immigration Act 13 of 2002, international students who are not permanent residents of South Africa must get a relevant visa for study valid for the full study period from the South African Department of Home Affairs at their own cost. The visa must be in favour of The Independent Institute of Education (Pty) Ltd. If the authorities grant any visa, asylum, refugee, or similar status for study purposes, and later withdraw or do not renew it, this contract is automatically cancelled. Application and other fees will not be refunded. This means you remain responsible for the full balance of the contract amount. We will consider a refund if you send us proof that a study visa has been denied or an asylum seeker visa has not been renewed.
- 10.5.34 International students who are enrolled for distance learning are responsible for procuring the necessary visa for entry into South Africa as may be required for the programme.

- 10.5.35 We do not make any guarantee, promise or representation about the student's success, failure, or performance in any student's chosen study programme.
- 10.5.36 We require a student to fully participate in the programme and to subject themselves to the rules of The Institute. We reserve the right to terminate the contract on reasonable notice if a student does not do so.
- 10.5.37 The contract is binding once accepted. It is a condition of registration that documents needed to complete our registration process must be submitted, and that we accept the documents. If any of these are not supplied, the student will not be able to graduate or certificated. The student must make sure we have certified copies of the documents and must resubmit them if necessary. All documents submitted must be valid and we will take appropriate action if any fraudulent documents are submitted.
- 10.5.38 This contract shall be interpreted in accordance with the law of the Republic of South Africa.
- 10.5.39 The parties consent to the jurisdiction of the Magistrate's Court having jurisdiction in respect of any legal action which either party may institute against the other arising from this contract.
- 10.5.40 The parties, including the student, choose their street addresses below for service and delivery of legal notices and communications (*domicilium citandi et executandi*) in connection with this contract:
- (a) All parties to this agreement, including the student: The address and contact details as provided to us and entered on our student system.
- (b) The Institute: ADvTECH House, Inanda Greens Office Park, 54 Wierda Road West, Wierda Valley, Sandton, 2196 (marked for the attention of the Director of The Institute).

**The person accepting this contract warrants and promises that they have read this contract and understood it, and that they have the authority to accept and be contractually bound by the terms of this contract. The person accepting this contract is aware that the student will also be required to accept these terms the first time they log in to the student portal.**

**By clicking "I accept", you: (i) represent and warrant that you have read and understood these Terms of Registration and; (ii) signify your agreement with these Terms of Registration and to be bound by them and (iii) signify that the student is aware of the binding nature of these terms to which the student will need to signify agreement by accepting them on the student portal.**