



## SECTION 4:

If a third party is paying your fees, please ask them to complete this section (Third party details)

### IF THE THIRD PARTY IS A BUSINESS

Business Registration No. \_\_\_\_\_

Postal Address: \_\_\_\_\_  
Suburb \_\_\_\_\_ City \_\_\_\_\_ Postal Code

Physical Address: \_\_\_\_\_  
Suburb \_\_\_\_\_ City \_\_\_\_\_ Postal Code

Contact Person: Mr  Mrs  Ms  Other \_\_\_\_\_ Initials \_\_\_\_\_ Surname \_\_\_\_\_

Contact Numbers:

Work

Fax

Cell

Email \_\_\_\_\_

### IF THE THIRD PARTY IS AN INDIVIDUAL

Mr  Mrs  Ms  Other \_\_\_\_\_ Initials \_\_\_\_\_ ID Number / Passport

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_

Relationship to student: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Suburb \_\_\_\_\_ City \_\_\_\_\_ Postal Code \_\_\_\_\_

Contact Numbers:

Work

Home

Fax

Cell

Email \_\_\_\_\_

## SECTION 5:

How would you like us to communicate with you? (Correspondence students)

Your contact numbers:

Work

Home

Fax

Cell

Email Address \_\_\_\_\_

Postal Address for all correspondence posted to you (including study material)

Suburb \_\_\_\_\_ City \_\_\_\_\_ Postal Code

Country: SA  YES  NO  If not SA, please specify: \_\_\_\_\_

May we send you important information via email or sms?  YES  NO

May we send you a statement via email?  YES  NO

May we share your contact details with employment agencies?  YES  NO

May we share your contact details with other students?  YES  NO

How many years have you lived at you present home address? Less than 1 year  1 to 3 years  More than 3 years

Accommodation details: Owner  Rented  With Parents  Hotel/Boarding House

### NOTES: (Special Instructions)

# TERMS AND CONDITIONS

## 1. Definitions

Some of the words in this agreement are printed in italic type in order to indicate that they have a special meaning for the purpose of this agreement.

- 1.1 'Agreement' means the registration form and these terms and conditions;
- 1.2 'Debt' means all debts incurred by the student whose particulars appear on the registration form, including but not limited to, outstanding study fees;
- 1.3 'Fees' means all fees charged by Cad4All Software cc for your studies, including but not limited to, study and administration fees;
- 1.4 'material' means all study material supplied by Cad4All Software cc;
- 1.5 'Third party' refers to the business or individual, whose details appear under category 5 of the registration form;
- 1.6 'We', 'us' and 'our' refers to Cad4All Software cc; and
- 1.7 'You' and 'your' refers to the student whose particulars appear on the registration form.

## 2. Our services to you

- 2.1 We will supply course material to you in parts as tests are submitted to us for correction; and
- 2.2 Regarding Examination Courses (other than Computer Studies), we guarantee to update material for two consecutive exam sittings from the study material issue date, provided that you are within the contract period.

## 3. Your responsibilities

### 3.1 General

- 3.1.1 You must pay postage on everything sent to you\*;
- 3.1.2 You must pay for the replacement of study materials supplied to you by us\*;
- 3.1.3 Study material supplied to you may not be passed on or access given to anyone other than you;
- 3.1.4 If necessary, an extension can be granted, provided that we are notified promptly when you are prevented from studying through illness or reasons beyond your control.

### 3.2 Payment of your fees

- 3.2.1 If you are over 21 and will be paying the fees yourself, then you hereby declare that you:

- (a) Are legally bound to this contract;
- (b) Are responsible for the repayment of the entire debt; and
- (c) Accept all the terms and conditions of the agreement.

- 3.2.2 If you are under 21, then your parent, custodian or guardian:

- (a) Must sign acceptance of all the terms and conditions of this agreement;
- (b) Hereby accepts responsibility for the repayment of the entire debt; and
- (c) Expressly waives the rights of excussion and division.

- 3.2.3 If a third party will be paying the fees for you, then:

- (a) If the third party is a business, then the business hereby:
  - Warrants us that the signatory has the required legal capacity to enter into and be bound by these terms and conditions;
  - Takes full responsibility for the repayment of the entire debt and accepts all the terms and conditions of the entire agreement; and
  - Expressly waives the rights of excussion and division.
- (b) If the third party is an individual, then the individual:
  - Must sign acceptance of all terms and conditions of this agreement;
  - Hereby accepts responsibility for the repayment of the entire debt; and
  - Expressly waives the rights of excussion and division.

- 3.2.4 The price payable will be submitted by the method you have indicated on your registration form.

- 3.2.5 All payments due in terms of this agreement will be paid on or before the due date for payment.

- 3.2.6 We are entitled to levy an administration charge, which you agree to pay, if any debit order or other form of payment is returned unpaid or if your credit card payment is rejected for whatsoever reason\*.

### 3.3 What happens if you don't pay us on time\*

- 3.3.1 If you breach any of the terms of this agreement by failing to pay any instalment within 28 (twenty eight) calendar days after it's due date, then we shall:

- (a) Charge interest on the overdue amount at the interest rate calculated from the due date of payment to the date of actual payment;
- (b) Inform the respective credit bureaus of your payment default; and
- (c) Send you a Section 129 (of the National Credit Act 2005) demand by ordinary post giving you 10 business days to pay the debt.

- 3.3.2 This demand must propose that you refer the debt to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that you and us resolve any dispute regarding the debt, or develop and agree on a plan to bring the debt re-payments up to date.

- 3.3.3 If 10 business days have elapsed since we delivered the Section 129 notice to you and there has been no response to that notice, or if you have responded to the notice by rejecting our proposals, then we shall be entitled to proceed against you for the recovery of the debt without further notice.

- 3.3.4 You shall be responsible for the cost of all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses, incurred as a result of any breach of this agreement.

## 4. Your personal information

- 4.1 You warrant that the information disclosed in this agreement is true and correct in every respect and it shall be a material breach of this agreement if such information or part thereof is found to be fraudulent, untrue or incorrect. (Please note that this applies to both the student and the person responsible for payment.)

- 4.2 You undertake to notify us in writing of any material changes to your contact details, including but not limited to your business, postal or residential addresses, home, work or cellphone numbers, and email addresses, within 7 (seven) days of such change. (Please note that this applies to both the student and the person responsible for payment.)

- 4.3 You consent to us obtaining credit bureau enquiries from time to time through any credit bureau or similar institution in order to ascertain your personal circumstances, credit history and credit worthiness.\*

- 4.4 You consent to us obtaining, using and disclosing your personal information, when necessary, as follows:

(a) To provide the materials to you and otherwise perform our obligations and enforce our rights under this Agreement;

(b) To use your information to inform you of our other courses, products or services which may be of interest to you;

(c) To share your information with companies in our group, (associated companies and third parties) to enable them to inform you of other products or services which may be of interest to you; and

(d) To give to attorneys and debt collection agencies, if you are in breach of this agreement.\*

## 5. Your rights to debt review\*

- 5.1 In terms of the National credit Act (section 86(1)), you may apply to a debt counselor in the prescribed manner and form in order to have you declared over-indebted.

- 5.2 However, section 86 (2) specifically provides that if we have proceeded to take Section 129 steps against you, then you may not make use of debt review.

## 6. Your rights to settle debts\*

- 6.1 You are entitled to settle your debts any time, with or without advance notice to us.

- 6.2 The amount required to settle a debt is the total of the unpaid balance of the principle debt at that time and the unpaid interest charges and all other fees and charges payable by you to us up to the settlement date.

- 6.3 At your request, we must deliver you a statement of the amount required to settle your debt, as of a date specified in the request.

## 7. Limitation of our liability

We will not be liable in any way whatsoever, for damages, liability or losses (whether direct, indirect or consequential) suffered by you, or the third party, or your parent/guardian or custodian, resulting from the use of the material, or arising from this agreement, unless such damages, liability or losses are direct results of our gross negligence.

## 8. General

- 8.1 The Post Office acts as your agent for the acceptance and conveyance of all study material or correspondence addressed to you by us. (Please note that this applies to both the student and the person responsible for payment.)

- 8.2 Fees charged by us exclude:

- (a) Registration for Institutes and other external bodies; and
- (b) Exam fees.

- 8.3 Certificates/Diplomas will only be issued once your account has been settled in full and all applicable exams and tests have been completed.

- 8.4 We do not accept responsibility for your eligibility or entry for public examinations.

- 8.5 You and the third party choose the address as disclosed in this agreement as your and the third party's domicile citandi et executandi for all purposes arising from this agreement.

- 8.6 No relaxation or indulgence which we may extend to you shall affect our rights under this agreement. (Please note that this applies to both the student and the person responsible for the payment.)

- 8.7 All liabilities or obligations arising under this agreement shall be enforceable against you after termination of this agreement.\*

- 8.8 This agreement constitutes the whole agreement between you and us and no variation, deletion, or addition will be valid, unless it is in writing and signed or published by us, as is appropriate. (Please note that this applies to both the student and the person responsible for payment.)

- 8.9 You consent to the jurisdiction of any Magistrate's Court having jurisdiction, regarding any legal action issued by us against you arising from this agreement, and you also consent to us by issuing proceedings out of the High Court, if we choose to do so. (Please note that this applies to both the student and the person responsible for payment.)

- 8.10 You reserve the right to cancel agreement within 14 (fourteen) days from date of registration, where after this agreement shall not be cancelled without the consent of both you and us.

- 8.11 This agreement is subject to acceptance by us, which acceptance will be communicated in writing to you.

\* Please note that 'you' and 'your' in these clauses or sentences refer to the person responsible for payment, being the student (if over the age of 21 years), or his/her parent, guardian or custodian (if the student is under 21 years), or the third party whose particulars appear under category 5 of the registration form.

Signed by student

Co-Signed by parent / guardian / custodian  
(if student is under 21 years)

Signed by Third Party

Date

Witness