



TW Smith & Co (Pty) Ltd T/A Damelin Krugersdorp
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CONTRACT OF ENROLMENT

Learner Number

Programme/Combination

**PART / FULL
TIME**

Start Date

Programme Code

Have you studied at Damelin before?	Yes	No	What programme did you do and when?	
Are you a South African resident?	Yes	No	If No, please state your nationality and Study permit number	
Who will be paying the account?	Self	Sponsor	Company	If Company, is a letter of undertaking or order attached? Yes

LEARNER DETAILS

Title	First names	Surname
Preferred Name	ID No	
Postal Address	Physical Address	
Code:	Code:	
Tel (H)	Tel (W)	Cell Fax
Email address	Next of kin & contact no	

SPONSOR OR COMPANY DETAILS

Sponsor Name		
ID No of Sponsor		
OR Company Name	Contact at Company	Position
Postal Address	Physical Address	
Code:	Code:	
Cell	Tel (H)	
Email address	Tel (W)	Fax

CONTRACT DETAILS (If paying on terms, please complete a debit order form)


Tuition fee (cash/terms)	R	Init ____	Individual/Additional Modules enrolled for: 1. _____ 2. _____ 3. _____
Registration fee (payable upfront)	R	Init ____	
Book/Other fee	R	Init ____	
Deposit – terms only (payable upfront)	R	Init ____	Description of Book/Other fee:
Instalment (terms only)	R	x months Init ____	
Discount Amt	R	Init ____	Reason: _____ Authorised: _____
Total Contract Amount	R	Init ____	Receipt No(s): _____

I, _____ and I/We _____
 (the Learner or Parent/Guardian if Learner is under 18 years of age) (the Sponsor)

hereby agree to be liable / jointly and severally liable for the contract amount, subject to the enrolment terms and conditions attached. I/We further agree that failure to attend lectures will not reduce my liability under this contract.

Signature: _____ Signature: _____
 (the Learner or Parent/Guardian if Learner is under 18 years of age) (the Sponsor)

Date: _____ Date: _____

	LEARNER RECORD QUESTIONNAIRE	
	Learner Name	
	Programme & Code	

Where did you hear about us?		
Word of mouth <input type="checkbox"/> Advertising <input type="checkbox"/> School visit <input type="checkbox"/> Other, pse specify		
Demographic Information		
Age	Gender	Occupation
Ethnicity (required by the government for statistical purposes)		
Home Language		
Secondary Education		
High School attended	Highest Standard passed	Year
Tertiary Education		
Tertiary qualifications completed		

Language Skills				
ENGLISH	Excellent	Average	Poor	General Comments
Reading				
Writing				
Speaking				
Special Learning Needs (State relevant disabilities or learning difficulties)				
What is your motivation and reason for entering this programme?				
What are your expectations / what are the outcomes you would like to achieve from this programme?				

If under 18 or a full-time student, please complete the following

Parent/Guardian (1)	Name	_____
	Cell	_____
	Tel (W)	_____
	Tel (H)	_____
Parent/Guardian (2)	Name	_____
	Cell	_____
	Tel (W)	_____
	Tel (H)	_____

Enrolment Terms and Conditions

Contract entered into between
Damelin (Pty) Ltd and
The Applicant
OR

If the learner is studying through a Damelin Franchise, the
contract is between
Damelin Krugersdorp

Name of the Franchise
and

The Applicant

(Kindly note that Damelin (Pty) Ltd and the Franchise are different legal entities and the onus is on the applicant to ensure he/she knows with which legal entity he/she is contracting. Merely for the use of reference, the Franchise is referred to as Damelin throughout the contract. Should the applicant enter into the contract with a Franchise, this does not create or imply that any contractual, delictual or any other legal nexus exists between the applicant and Damelin (Pty) Ltd whatsoever, except for any contractual and other links which are imposed by law or which are voluntarily undertaken by Damelin (Pty) Ltd.

1. General

Please read the information in this document carefully. The contents of this document, transfer policy document, deferral policy document, code of conduct and the pro-forma invoice all constitute the Contract of Enrolment between the applicant, his/her parent(s), guardian(s) or sponsor(s) and TWSmith & Co (Pty) Ltd t/a Damelin West Rand (registration number 1997/21121/07) ("Damelin"). (All policy documents can be found in the section 'rules and regulations' on our website - www.damelin.co.za). The term "Damelin" shall where the context requires include its own Damelin Campuses and the Franchise Campuses but excludes Damelin Correspondence College.

2. Fees

- 2.1 A registration/processing fee in the amount indicated on the current price list shall be payable to Damelin by all full-time applicants and all part-time applicants. For purposes hereof, a full-time applicant is one studying a course of 5 (five) months or longer during the day on weekdays. A part-time applicant is any other applicant. The said registration/processing fee is not refundable under any circumstances whatsoever, unless an applicant is not eligible for admission to Damelin, or unless the programme in question is cancelled by Damelin. However a portion of the full-time registration fee will be credited towards payment of the tuition fees payable, upon successful registration. The portion will be decided by each years pricing.
- 2.2 The fees payable and payment terms for any particular programme may be found on the current price list. Should the payment aspects of registration of an applicant be ceded by Damelin to a finance house, the payment terms of such finance house will apply.
- 2.3 The applicant will not be absolved of the responsibility to pay such fees by virtue of incorrect billing or any other factor. The applicant hereby agrees to pay the fees payable for the programme(s) selected as reflected under the completed contract details above on the contract of enrolment. Such fees will include registration fees, tuition fees, book/note fees and any other fees applicable to the programme selected.
- 2.4 There are several possible methods for payment of tuition fees for applicants.
 - 2.4.1 Foreign applicants are required to pay full fees prior to their studies.
 - 2.4.2 If a debit order is unpaid or a postdated cheque is returned, a R150 administration fee will be added to the learner's account. Damelin reserves the right to automatically change the debit order/postdated cheque pricing to cash/cheque/credit card pricing if more than 1 (one) debit order or postdated cheque is unpaid.

- 2.4.3 Damelin reserves the right to withhold examination results and access/egress to the relevant campus until outstanding amounts are settled in full.
- 2.4.4 Damelin reserves the right to withhold certificates until the account has been settled in full.
- 2.5 Where tuition fees are payable to Damelin in instalments, failure to pay any single instalment timeously shall result in the full balance becoming immediately due and payable without further notice. Further, Damelin reserves the right to charge interest at the maximum permitted amount above the prevailing prime overdraft rate, as charged by Damelin's bankers from time to time on all overdue accounts.
- 2.6 Damelin reserves the right to cede the collection of fees to a finance house or other institution. In this regard, the term Damelin shall include such cessionary/ies.

3. Enrolment & Cancellation

3.1 Full-time Applications

Unless an applicant completes his/her qualification at the end of an academic year, his/her enrolment at Damelin shall be renewed on the latest enrolment terms and procedures. Damelin hereby reserves the right to increase the tuition fees from year to year. Completion of the enrolment process shall be deemed to constitute acceptance of the new tuition fees and the continuance of the contract based on the terms hereof for the following academic year.

3.2 Full-time Applicants

Cancellation

An applicant may cancel his/her enrolment for the current academic year of study as a whole and shall be exonerated from liability for the full Damelin fees (excluding the registration/processing fee and the cost of notes/books, both of which remain payable, and an additional administration fee of R500 (five hundred rand)), provided that the Damelin enrolment office is informed in writing by no later than 4 (four) weeks prior to the commencement of the academic year in question, and with written notification of receipt of such cancellation having been furnished by Damelin to the applicant by that date (at Damelin's option). Should an applicant wish to cancel his/her enrolment subsequent to a period of 1 (one) week prior to the commencement of the academic year, he/she shall be liable to pay a penalty in the amount of R7 000 (seven thousand rand) and shall remain liable for the registration/processing fee and the cost of notes and books. Should an applicant wish to cancel his/her enrolment subsequent to the commencement of the academic year, he/she shall be liable for his/her full Damelin tuition for the academic year in question. The above exonerations only apply to applicants who have not yet paid the fees from which they have been exonerated. There will be no refunds under any circumstances in respect of fees already paid. However, at the discretion of Damelin, full tuition value may be given instead, within the same academic year, to the applicant or his/her immediate family.

3.3 Part-time Applicants

Cancellation

An applicant may cancel his/her enrolment for a part-time programme, and be exonerated from liability for the Damelin tuition fee, provided that the Damelin administration office is informed in writing by no later than the date on which the programme was scheduled to begin, with written notification of receipt of such cancellation having been furnished to Damelin to the applicant by that date (at Damelin's option). If the applicant is so exonerated from liability to pay the tuition fee, he/she will nevertheless remain liable for the registration/processing fee, the cost of notes or books, which will be charged separately at a price to be advised by Damelin and an additional administration fee of R500 (five hundred rand). Should an applicant wish to cancel his/her enrolment subsequent to the start of lectures, he/she will remain liable for the full tuition fee payable, whether or not he/she attends lectures or writes examinations.

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3.4 Damelin reserves the right to postpone or cancel full-time and part-time programmes due to lack of demand. In the event of cancellation, as opposed to postponement, all fees paid will be refunded.

4. Transfer from one Damelin Campus to Another

A full "Transfer Policy" document is available for perusal at all campuses and forms part of this contract of enrolment.

4.1 Full-time Applicants

An applicant who wishes to transfer his/her enrolment from one Damelin campus to another, should do so at least 1 (one) week prior to the commencement of the first semester of the academic year in question, or in the case of the second semester full-time programmes, at least 1 (one) week prior to the commencement thereof. Any transfer may only occur with the written permission of Damelin. Where the fees between campuses differ, the higher fee will be payable.

4.2 Part-time Applicants

An applicant who wishes to transfer his/her enrolment from one Damelin campus to another, should do so within 2 (two) weeks prior to the commencement of the programme in question, and may only do so with the written permission of Damelin. Where the fees between campuses differ, the higher fee will be payable.

5. Transfer from one Damelin Programme to Another

5.1 Full-time Applicants

An applicant who wishes to transfer his/her enrolment from one Damelin programme to another, at the same campus and in the same academic year, may apply for permission to do so from the Damelin administration office. In all such cases, the fee payable will be that of the programme carrying the higher fee, even if that happens to be the programme from which he/she is transferring. In addition to the higher tuition fee, the applicant will be charged the full value of the notes/books for the programme from which he/she is transferring, as well as those required for the programme to which he/she is transferring. In the case of an applicant transferring from any full-time computer programme to another, he/she will additionally be charged an administration fee of one thousand rand (R1 000) due to computer and software costs.

5.2 Part-time Applicant

An applicant who wishes to transfer his/her enrolment from one Damelin programme to another at the same campus and in the same academic year, may apply for permission to do so from the Damelin administration office. In all such cases, the fee payable will be that of the programme carrying the higher fee, whether that happens to be the programme from which the applicant is transferring, or that to which he/she is transferring, and fees will be payable in the same time frame as that pertaining to the first course. In addition to the higher tuition fee, the applicant will be charged for the full value of the notes/books for the programme from which he/she is transferring, as well as those required for the programme to which he/she is transferring.

6. Deferral of Programmes

All applicants wishing to defer their studies, or part thereof, may make application in writing to the Damelin administration office within 14 (fourteen) days of the start of the course whereupon flexible study options may be considered, at the sole discretion of Damelin. All correspondence must be by way of registered mail, telefax or by hand delivery to Damelin's premises referred to in clause 11.12. All correspondence must be received and signed for by Damelin prior to the applicable cut-off date.

The applicant still needs to keep to the terms and conditions and payment time frame of his/her original enrolment as failure to do so will result in the applicant being unable to defer.

A deferral charge of 25% (twenty five percent) of the original cost of the programme to be deferred will be levied against the applicant. This is payable before the starting date of the course to which the applicant has deferred. Applicants will also be liable for the cost of notes/textbooks that have changed and any institute fees that are payable. A full "Deferral Policy" document is available for perusal at all campuses and forms part of this contract of enrolment.

7. Credit Approval

By completing and submitting the application form, the applicant thereby authorizes Damelin to access any information available to assess his/her application, and also gives Damelin permission to conduct a credit check with any credit bureau or third party, and the applicant waives any claims he or she may have against Damelin in respect of such disclosures. This contract is accepted provisionally subject to the outcome of the credit check being acceptable to Damelin. Damelin hereby reserves the right to decline the application if it does not comply with the Damelin credit policy or meet Damelin's credit granting criteria.

8. Late Payments

Kindly note that all late payments will result in interest being charged at the maximum rate allowed by law or the prime overdraft rate of Damelin's bankers, from time to time, plus 3% (three percent), whichever is the higher.

9. Legal Declaration of Indemnity

9.1 Neither Damelin nor any official employee or representative of Damelin acting in his/her capacity as such shall be liable for any damage arising out of:

- 9.1.1 the death, bodily harm, loss of health or illness of any applicant howsoever caused; and
- 9.1.2 the destruction of or damage to any property owned by or in the custody of any applicant, howsoever caused.

9.2 The applicant hereby indemnifies Damelin against any claim made against Damelin in respect of any damage arising out of the fault of the applicant.

10. Cession and Assignment

10.1 Damelin Krugersdorp is entitled, without notice to the Applicant, to cede, delegate, sell, transfer, pledge and/or hypothecate all or any of its rights and/or obligations under this agreement.

10.2 If such cession, delegation, sale, transfer, pledge and/or hypothecation takes place, the cessionary, delegatee, purchaser, transferee, pledgee and/or hypothecatee shall act in the place and stead of Damelin Krugersdorp, who shall from the date of cession, delegation, sale, transfer, pledge or hypothecation, be completely and absolutely discharged of any liability towards the Applicant/s in terms of this agreement.

11. Additional Terms of Enrolment

11.1 The applicant's failure to attend lectures for whatever reason shall in no way entitle him/her to a reduction in fees, nor will it absolve him/her or the other signatories to this document from full liability for the payment of fees and other charges.

11.2 No cancellation of this contract shall be of any force or effect without written consent thereto by an authorised officer of Damelin.

11.3 The right to attend lectures and write examinations is not transferable.

11.4 The signatories hereto accept that Damelin shall have the right to vary the programme syllabus at any time, without prior notification and without furnishing reasons therefore. Damelin shall further have the right to alter timetables and programme commencement dates at its own discretion.

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- 11.5 Damelin shall have the right at its sole discretion, to postpone or cancel tuition in any programme initially advertised and offered, on the basis of insufficient demand. Damelin further reserves the right to combine classes of a similar academic level and content.
- 11.6 Damelin reserves the right to create and apply rules (including due performance requirements), and the applicant hereby agrees to be bound by such rules. Damelin reserves the right to exclude the applicant from lectures and examinations (without in any way detracting from the right of Damelin to recover fees payable), and to withhold an applicant's examination results or to dismiss him/her for failing to pay tuition fees or failing to comply with any rules, or the terms of this contract. The applicant and other signatories hereby agree to pay any and all tuition fees as and when they fall due at Damelin. When failure to do so results in legal or other action being taken by Damelin, the liability for all costs relating to such action will fall on any signatories to this contract other than Damelin, jointly and severally. Such costs will include attorney/client costs and any other costs incurred by Damelin, including but not limited to, attorney and client fees, collection charges, tracing charges and the maximum interest permitted by prevailing legislation (calculated from date of non-payment).
- 11.7 Where tuition fees are payable to Damelin in instalments, the failure to pay any single instalment timeously will result in the full balance becoming immediately due and payable without further notice.
- 11.8 Fees payable to Damelin comprise tuition and registration fees for Damelin and unless specified do not include external institute registration and membership fees, examination fees, notes, books, stationery or other items. Furthermore, it shall be the applicant's responsibility to bear the cost of transport and specialised consumables used during the programme, including but not restricted to specialised stationery, stock or any other materials.
- 11.9 The applicant is responsible for ensuring that he/she has been properly registered with any relevant external institute or examining body, where applicable, and that he/she has been registered for examinations with such institute or body.
- 11.10 In the case of *force majeure*, Damelin reserves the right to cease lectures and close the college temporarily. While every effort will be made to resume lectures as soon as possible, no warranties are made in this regard and no refund in fees will be made.
- 11.11 No relaxation, variation, or indulgence granted by Damelin to the other signatories hereto in respect of this agreement shall constitute a waiver of any rights vesting in Damelin in terms hereof, and no reliance may be placed by the applicant or other signatory hereto or any statement or representation (whether oral, tacit or otherwise) not contained herein.
- 11.12 Damelin chooses as its *domicilium citandi et executandi* for all purposes arising here from Damelin, 17 Clew Street, Monument. The applicant and other signatories choose as their *domicilium citandi et executandi* the addresses appearing under "contract of enrolment details" contained herein.
- 11.13 In the event of the signatories to this agreement, other than Damelin, having completed this form incorrectly, or the payment details herein not being in accordance with the requirements of Damelin, then such incorrect information or payment details shall be deemed to have been amended so as to be in accordance with the requirements of Damelin, without further notice.
- 11.14 Any applicant, who receives a promotional item as a result of this enrolment contract, hereby acknowledges that Damelin is not responsible for any repairs, service issues, warranties or performance in relation thereto. These must be referred to the promotional item manufacturer, service provider, network or agent(s) thereof, as the case may be.

12. Minor Applicants

- 12.1 In the case of an applicant who is a minor, the guardian(s) / parent(s) / sponsor(s) of such minor hereby -
- 12.1.1 acknowledge that they understand the provisions hereof and hold themselves bound thereby and by the rules and procedures of Damelin for the time being in force or as they may be altered, for any period during which the minor is a registered learner;
- 12.1.2 declare that they know that, should the applicant during his/her attendance at Damelin, undergo training in any workshop, laboratory or any other place of training or attend any excursion, event or sporting activity whether within or without Damelin's premises, the minor may be exposed to risks to life, or to bodily injury, or to health or illness or of damage to property, or personal liability therefore and that in the full knowledge thereof, they hereby grant their consent thereto and agree that they and/or the minor, as the case may be, shall bear all the risks involved in such training, excursion, exercise, event or sporting activity. Furthermore, they acknowledge that the cost of transport to and from such training, excursion, exercise, event or sporting activity shall be for their account;
- 12.1.3 acknowledge that they have familiarised themselves with the contents hereof, programme fact sheets, transfer policy document, deferral policy document, code of conduct and the price lists, Damelin documentation and/or the relevant institute's prospectus and certify that the information given in this form is accurate and complete in all respects;
- 12.1.4 acknowledge that they are aware that the minor must satisfy the requirements of due performance as laid down by Damelin, and the relevant conferring body or institute as the case may be;
- 12.1.5 agree that Damelin may communicate directly with the conferring body/institute on their behalf and that, as such, all correspondence from the institute/conferring body to themselves may be sent directly to Damelin.
- 12.1.6 accept sole responsibility for all amendments to, and confirmation of the minor's diploma or certificate of enrolment;
- 12.1.7 undertake that the minor will not amend or cancel his/her enrolment in any manner whatsoever without first informing Damelin in writing of such amendment or cancellation and acquiring Damelin's written consent thereto;
- 12.1.8 hold themselves responsible for the payment in full of all fees and other charges as and when they fall due for payment at Damelin; and
- 12.1.9 agree that Damelin shall be entitled to recover from them all legal costs incurred to Damelin in order to enforce its rights under this contract, including but not by way of limitation, attorney and own client fees and collection charges and all tracing charges.
- 12.2 The abovementioned parent(s), guardian(s) or sponsor(s) do hereby:
- 12.2.1 assist the applicant in all respects in making this enrolment and hold him/her bound by all the provisions thereof and by the rules and regulations of Damelin for the time being in force or as they may be altered;
- 12.2.2 consent to the applicant attending Damelin subject to the provisions of enrolment herein contained;
- 12.2.3 accept responsibility for all amendment to, and confirmation of the applicants enrolment with the qualification conferring body or accrediting institute;

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- 12.2.4 certify that the information given on this form is accurate and complete in all respects;
- 12.2.5 hold themselves jointly and severally responsible as surety and co-principal debtor *in solidum*, together with the applicant, for the full payment of all fees and charges as and when they fall due for payment at Damelin;
- 12.2.6 confirm that they have read and understood the terms and conditions of this contract, and agree to be bound by them.

13. Major Applicants

- 13.1 In the case of an applicant who is NOT a minor, the applicant hereby –
 - 13.1.1 declares and warrants that he/she is a major and has full capacity to act;
 - 13.1.2 acknowledges that he/she understands the provisions of the declarations above and hold him/herself bound thereby; and by all other provisions of this enrolment and by the rules and procedures of Damelin for the time being in force or as they may be altered, for any period during which he/she is a registered applicant; and
 - 13.1.3 declares that he/she has read and understood the contents of this contract of enrolment, including clause and its sub-clauses, which shall apply *mutatis mutandis* to him/her in their full capacity.

14. Combination Pricing

The following conditions apply to applicants who are enrolling for more than 1 (one) course and qualify for the combination pricing as indicated on this contract of enrolment:

- 14.1 All courses enrolled for on this contract of enrolment must be completed within 24 months of the date of signature on this contract of enrolment. Failure to complete any course(s) enrolled for in the specified combination within 24 months, will result in automatic cancellation of that course(s) and individual pricing will apply.
- 14.2 If the applicant's payments fall behind more than 1 (one) instalment their accounts will automatically be changed to the standard individual course pricing without further notice and they will be required to enroll and pay for each consecutive course separately.

15. Accompanying documents

The following material must accompany this enrolment contract, namely:

- 15.1 copy of the front page of applicant's identity book (if a South African citizen);
- 15.2 copy of front page of identity and/or passport book of person(s) responsible for payment of account;
- 15.3 certified copy of applicant's study permit and front page of passport (if not a South African citizen).
- 15.4 where applicable, certified copy of Matriculation (Grade 12) Certificate, or symbols, or School Leaver's Certificate. If awaiting matriculation results, these must be furnished as soon as they become available;
- 15.5 academic record should the applicant be transferring from another tertiary education institution or examining body to Damelin;
- 15.6 confirmation of institute enrolment where applicable;
- 15.7 if a payment option other than cash is selected, the applicant or the applicant's sponsor must submit proof of income. The most recent salary advice for permanently employed sponsors or 2 (two) months bank statements for self employed sponsors; and
- 15.8 supporting documentation, should the applicant require additional time for examinations.
- 16. The applicant acknowledges that application for enrolment will only be considered by Damelin once the enrolment form is duly completed, the correct documentation is attached and the required registration/processing fee and the minimum required deposit is furnished to Damelin.

Signature of Learner

Signature of Guardian/Parent/Sponsor