

REGISTRATION CONTRACT

No:

Branch/Support Centre		Starting Date	
Address		Student No:	
Boston City Campus (Pty) Ltd Reg. No. 1996/013220/07 is registered with the Department of Higher Education and Training as a private higher education institution under the Higher Education Act, 1997 (Act No. 101 of 1997). Registration Certificate No. 2003/HE07/002			

1. LEARNER DETAILS:

Title:	Surname:	First Name/s:	
Initials:	Name Known By:	ID. / Passport No.:	
Sex: M / F	Local Residential Address:		
Postal Address:			Postal Code:
Tel. (H):	Tel. (W):	Cell:	
E-Mail:		School where you matriculated:	
Have you registered with an external institute ? If yes please specify:			
If applicable, quote student no:		Home Language:	Race:
Citizenship:	Employment Status:		Disability:

2. ACCOUNT PAYER'S DETAILS:

Party Responsible For Payment: Self / Parent / Relative / Company / Other:			Title:
Surname / Company's Name:		First Name/s:	
ID. / Passport No. / Company No.:	Citizenship:		Tel. (H):
Residential Address:			Tel. (W):
Postal Address:			Postal Code:
Name of Employer:			Cell:
Employment Address:		E-Mail:	

3. NEXT OF KIN / FAMILY MEMBER NOT LIVING WITH YOU:

Title:	Surname:		First Name/s:		
Initials:	Name Known By:		Local Residential Address:		
		Tel. (H):		Tel. (W):	Cell:
Postal Address:		Postal Code:		E-Mail:	

4. PROGRAMME DETAILS:	FULL NAME OF PROGRAMME:
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Modules That You Are Registering For:		Participation		For H.E. SEMESTER	PRICE	MODULE DESCRIPTION & CODE	Participation		For H.E. SEMESTER	PRICE
MODULE DESCRIPTION & CODE	FULL TIME	PART TIME	FULL TIME				PART TIME			
1.						9.				
2.						10.				
3.						11.				
4.						12.				
5.						13.				
6.						14.				
7.						15.				
8.						REGISTRATION FEE				
PROGRAMME/COURSE TOTAL										

5. PAYMENT DETAILS: *NO CASH ACCEPTED ON COLLEGE PREMISES. CASH MAY ONLY BE DEPOSITED INTO A BOSTON BANK ACCOUNT.*

I have elected payment option		as set out in the quote attached hereto which quote forms part of this Agreement as if specifically read herein. Accordingly, I undertake to pay the tuition fee as follows:			
R	on signature hereof	R	every month for		months, starting on
<p>(a) I understand and acknowledge this Contract together with the quote furnished to me and the Student Rulebook, constitute a binding Agreement between myself and Boston City Campus (Boston) and that no de-registration or cancellation is permitted after seven (7) days of date hereof. (b) This Agreement cannot be cancelled or transferred without the express written permission of a Director of Boston. (c) I understand and acknowledge that this document embodies the entire Agreement between parties and signatories relating to the matters dealt with herein and no representations, warranties, undertakings or promises have been made by Boston except as incorporated herein. (d) I intend that the section signed by myself and the section signed by any other party to this Agreement, should all be viewed as one Agreement and I acknowledge full liability in terms of the entire Agreement. (e) I consent to be liable in terms of any faxed/scanned copy of this Agreement and for all purposes it shall be valid and enforceable.</p>					
I the undersigned, confirm that I have read this Contract/Agreement and the terms and conditions printed on the reverse side hereof and consider myself bound by all the terms and conditions thereof. I acknowledge however that I am indebted to Boston to the value as detailed in (4) above.					
I acknowledge and accept my Programme/Course category selection, as per the Boston Prospectus. Signature:					
	Signature	Date	Name of Guardian/ Surety:	Signature	Date
Name of Learner:					
Name of Acc Payer/ Surety / Sponsor:			Boston Representative:		

TERMS AND CONDITIONS:

Registration

(1) Unless inconsistent with or otherwise indicated by the context, an expression which denotes any gender shall include the other genders, a natural person shall include an artificial person and vice versa and the singular shall include the plural and vice versa. Clause headings are included for reference purposes only and shall not be taken into account when interpreting the Agreement. (2) For the purpose of this Agreement "Boston" shall mean Boston City Campus (Pty) Ltd, Registration Number 1996/013220/07, 247 Louis Botha Avenue, Orchards, Johannesburg, South Africa at which address Boston will accept notices and documents relating to this Agreement. (3) For the purpose of this Agreement "the Signatory" shall mean, joint and severally, the Learner, the Guardian, the Surety, the Sponsor (if applicable) and the Account Payer. Each of these Parties appoint the address/es on the front page of this Agreement as the address/es where they will accept notices and documents relating to this Agreement. (4) Boston reserves the right to not accept the application for registration unless it is accompanied by the registration fee and the first installment. (5) The registration fee is non-refundable. All other fees may be refunded if this contract is cancelled within the 7 day grace period offered in terms of this Agreement. (6) Learners will not be allowed onto campus without both the access card if applicable and student card.

Tuition, Support, Examinations and Graduation

(7) For occupational programmes delivered via the blended method of instruction, tuition shall be offered at the branch selected on the first page of this Agreement. (8) For occupational programmes delivered via the blended method of instruction and where applicable, tuition shall be provided according to the timetable provided to the Learner. If no timetable has been issued to the Learner, training shall be provided at times and on dates mutually agreed upon between the Learner and Boston. (9) For higher education programmes delivered via the distance method of instruction, tuition is provided from Boston Head Office at 247 Louis Botha Avenue, Orchards, Johannesburg, South Africa with administrative, ICT and library support and access provided at all regional Boston branches countrywide. Students are required to interact directly with the Faculty at Head Office for all tuition-related matters. (10) Semester or weekly timetables for higher education or occupational programmes as well as commencement dates may be altered at the discretion of Boston. (11) The date and time of rescheduled tuition sessions due to late attendance/non-attendance is at the discretion of Boston. (12) All programmes offered are subject to demand. (13) Failure of the Learner to participate in or attend tuition processes will not reduce liability for the cost of the programme and the Signatory shall not be entitled to a credit or a reduction. (14) All final examinations relative to the year of registration must be completed within twelve months from the date of the Learner's registration, unless otherwise arranged with the Registrar, Academic Executive or Branch Manager in writing. (15) Learners who are not permanent residents of South Africa must obtain a study permit or residence permit before registering at Boston. Course fees in respect of Learners who do not comply with the above are not transferable or refundable. (16) The Learner will not be permitted to write external examinations unless the external fees are paid timeously. The onus is on the Learner to ensure that they have been registered with, and have paid the necessary fees to the external body. (17) Unless otherwise stated all examination papers and tuition material for occupational programmes must remain at the tuition centre and remain the property of Boston. (18) Should Boston be unable at any time to provide tuition services as contemplated in this Agreement, regardless of the cause of such inability, and regardless of whether Boston could have done anything to prevent such an inability to provide tuition or not, Boston will give the Learner notice of such inability at the earliest opportunity. Boston shall in such event use its best endeavours to ensure that tuition services recommence as soon as possible, and may to this end amend the timetable or reschedule tuition classes or support. (19) The Signatory hereby confers the right on Boston to view and obtain any results from external examining bodies. (20) No results will be made available nor will a qualification or certificate be issued until the full balance due to Boston has been paid. Learners may be suspended from Boston processes or branches if there is a breach of any part of this Agreement. In the event of suspension from college, the Signatory will still be liable for the full remaining balance of monies due. Boston may permit the Learner to resume tuition or access support services once fees are up-to-date, provided the contract time has not expired. (21) Prescribed texts are included in Tuition Fees. (22) For all programmes a minimum entry requirement is applicable. The Learner hereby warrants that they meet the entry requirements of any programme that they register for. Liability for the tuition fees will not be waived in the event that a Learner does not meet the necessary entry or minimum academic requirements. (23) All rules in the Learner Rulebook are an integral part of this Agreement and the Learner and Account Payer hereby binds himself to them.

The Learner

(24) In order to upload student information and records to the NLRD, certain programmes or modules may require the successful completion of a practical or workplace component. Unless otherwise specifically recorded in writing, Boston does not provide this practical or workplace component. Learners that require their results to be uploaded to the NLRD must complete the practical or workplace component and submit proof of participation and/or completion to Boston. A separate fee for the evaluation of this submission may be charged. (25) The Learner hereby agrees to observe the Boston Code-of-Conduct. Should the Learner fail to do so, interfere with other Learners or disturb the smooth running of the support centre, it will constitute a breach of this Agreement in which event the Learner may be expelled from the institution, forfeiting all monies paid. The full outstanding tuition fee will become due and payable in such event. (26) Boston may periodically make rules it considers advisable relating to programme participation and/or attendance, Learner conduct and other matters. Violations of academic honesty or of academic integrity, including cheating and plagiarism, will result in disciplinary action and may result in expulsion. (27) No alcohol and/or drugs are allowed on campus. Learners in whose possession alcohol and drugs are found, may be expelled. (28) Boston may use images (photographs etc.) taken of the Learner in its advertising and marketing without restriction. (29) Boston will not be liable for injury to, or death of any Learner nor loss or damage to personal effects and possessions whilst the Learner is on campus or anywhere else in connection with the programme. The Signatory hereby indemnifies Boston in this regard.

Fees and Payments

(30) Boston reserves the right to adjust prices prior to the commencement date of a programme should an accrediting institution impose a price adjustment. (31) The Signatory is responsible for the payment of any external institution fees and these fees are not included in the Boston fees. (32) Tuition fees which are to be collected on behalf of external institutions, will only be paid over to the external institution once these fees have been paid to Boston and the Signatory's account is not in default in any way. (33) The Learner will not be permitted to attend tuition or access tuition support services if the terms of payment are not adhered to. This will not relieve the Signatory of the obligation to pay full fees. (34) An official computerised Boston receipt is the only valid proof of payment. (35) A certificate signed on behalf of the company by any Director, whose authority it shall not be necessary to prove, shall be prima facie evidence of any outstanding indebtedness in terms hereof.

Breach

(36) Should the Signatory breach this Agreement in any manner whatsoever and without derogating from the generality thereof, the events detailed below shall be deemed to be a breach hereof, then, notwithstanding anything contained herein, the full amount of the principal debt outstanding together with interest up to the date of breach shall immediately become due and payable. For the purposes of this paragraph the following shall be deemed to be a breach by the Signatory: (36.1) failing to pay any installment on due date; (36.2) a provisional or final order of sequestration being granted against the Signatory; (36.3) the Signatory failing to have any judgment given against him/her rescinded within 21 days from the date that the judgment was handed down against him/her; (37) In the event of a breach by the Signatory of the terms of this Agreement, the Signatory agrees to be liable to Boston and/or its agents for the payment of: (37.1) interest of the maximum permissible rate under the National Credit Act, 34 of 2005 on all outstanding amounts. (37.2) all costs and expenses of whatever nature incurred by Boston as a direct or indirect consequence of the Signatory's breach, including legal costs on an Attorney and Client scale and tracing fees. (37.3) any Penalties, which may be debited as a result of late payments, Service Fees on payments or return debit orders. (38) The Signatory may be registered with one or more credit bureaus, within the rules of the National Credit Act, if there is any default on any payment.

General

(39) None of the terms and conditions of this Agreement is capable of being cancelled, waived, amended, added to or deleted, unless such cancellation, waiver, amendment, addition or deletion is reduced to writing and is signed by the parties hereto. (40) No indulgence on the part of Boston shall constitute a waiver, variation or novation of any such right in terms hereof. (41) The provisions of this Agreement shall, as far as is permitted by law, be binding upon the parties' executors, trustees, curators, legatees, heirs and other successors in title. (42) Boston shall be entitled, without notice, to cede all or any of its rights in terms hereof. The Signatory may not cede his rights in terms of this Agreement. (43) Each clause of this Agreement is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be of full force and effect and continue to be of full force and effect. (44) The Local Magistrates Court shall have jurisdiction for all or any disputes which arise between the parties flowing from this Agreement or the interpretation thereof. (45) In the event of the Signatory completing the form incorrectly and the details herein not being correct, this Agreement shall be deemed to be amended so as to correctly reflect the details. (46) As required by the DHET Boston has a Financial Surety in place that is administered by a registered financial service provider for the registered student's benefit. In the unlikely event of a branch ceasing to trade, the provisions of the financial surety will be triggered and the Learner will be able to complete their tuition or be refunded at the discretion of the fund, on condition that the Signatory is not in breach of this Agreement in any way. (47) Transfers from one branch to another are permitted at the sole discretion of the Directors of Boston City Campus (Pty) Ltd. Where a transfer is permitted, a Transfer Fee of R750.00 immediately becomes payable to the branch where the original registration took place. (48) All parties to this Agreement hereby agree that progress reports may be sent to the Account Payer, Learner, Parent, Employer and/or Guardian at Boston's discretion. (49) The Learner hereby consents to Boston communicating with them by any form of communication including SMS, email, social media platforms and learning management systems. In the event that the Learner no longer wishes to be contacted they must submit a letter to Boston Head Office, addressed to the Head of Marketing, stating their wish. (50) Boston will provide the Learner with a statement of account at least every 3 (three) months by way of either post, email or SMS. (51) The Signatory has the right at any time to pay in advance any amounts owed to Boston without notice or penalty, whether or not the money is then due or not. Any advance payments made by the Signatory will result in the repayments being reduced proportionately so as not to change the repayment term. (52) The Learner may terminate this Agreement at any time without notice by settling the full amount owing to Boston: (52.1) the unpaid balance of the principal debt; (52.2) the unpaid interest charges and all other fees and charges payable by the Signatory up until the settlement date; (53) The Signatory agrees that Boston may provide information regarding this Agreement to any credit bureau. (54) Boston may provide any credit bureau with: (54.1) details of any non-compliance with the terms of this Agreement; and/or (54.2) any other information as may be permitted or required by the National Credit Act. (55) A credit bureau may provide a credit profile and possibly a credit score on the Signatory's creditworthiness to other credit providers. The Signatory has the right to contact the credit bureau to have its credit record disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureau will be made available to you on request. (56) The Signatory has the right to: (56.1) resolve a complaint by referring the matter to a dispute resolution agent, consumer court or any ombud with jurisdiction; (56.2) file a complaint with the National Credit Regulator; or (56.3) make an application to the National Consumer Tribunal. (57) The contact details of these parties are: (57.1) National Credit Regulator: www.ncr.org.za, info@ncr.org.za, Tel: 0860 627 627 or (011) 554 2600. (57.2) National Consumer Tribunal: www.thenct.org.za, Registry@thenct.org.za, Tel: (012) 683 8140 or (012) 742 9900.

(58) The Signatory has the right to apply to a debt counsellor to be declared over-indebted in terms of section 86 of the National Credit Act. If a debt counsellor determines that the Signatory is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Signatory's credit agreements reckless or that obligations be rearranged. (59) Should the Signatory breach any provision of this Agreement, Boston may take legal steps in accordance with the National Credit Act to obtain payment. This may include sending a letter of demand requesting that you rectify the breach, appointing a debt collector and issuing summons against the Signatory.

Learner Initials

Account Payer Initials

Guardian Initials (If applicable)

Boston Representative Initials