

INSTITUTIONAL TERMS & CONDITIONS

In this Agreement, the following expressions bear the meanings assigned to them hereunder, and cognate expressions bear corresponding meanings:

1. Definitions:

- 1.1 **Academy** – IQ Academy (Pty) Ltd, registration number 2006/033114/07;
- 1.2 **Academy Regulations** – the regulations of the Academy, setting out the Rules, Policies and Procedures of the Academy, as a whole and in respect of any particular Faculty or Programme;
- 1.3 **Admission Application** – the request of the Student to be admitted to the Academy and to enrol for a Programme, which requests shall take the form of a verbal or written agreement and include these terms and conditions;
- 1.4 **Admission** – the formal process of the Academy whereby it registers a student on a Programme;
- 1.5 **Agreement** – the Agreement, voice recorded or written, concluded between the Academy and the Student once the Student’s Admission Application has been approved by the Academy and will consist of Admission Application read together with these Terms and Conditions and Academy Regulations;
- 1.6 **Assessment** – the prescribed and/or compulsory forms of gathering evidence of student’s work and knowledge to measure and make judgments about the achievement or non-achievement by the student of the standards needed to complete a module/Unit Standard/ Programme, and which shall take the form of either a Formative Assessment or a Summative Assessment;
- 1.7 **Formative Assessment/Portfolio of Evidence** – assessment that takes place during the process of learning and teaching, in the form of assignments, projects, and/or tests taken during the course; the body of compulsory work to be completed by the Student as part of the completion of the Programme/any Unit Standard forming part of any Programme, and which is submitted either to the Academy or the regulatory or quality assurance body for evaluation;
- 1.8 **Full Programme Fees** – consists of application, registration, service and module fees;
- 1.9 **Parties** – the Academy and Student, and in certain circumstances the Sponsor, which may be a parent or guardian of the Student;
- 1.10 **Programme** – the Programme/qualification/short course of study presented by the Academy and to which the Student is applying to be admitted on and enrolled by the Academy, which the Student is to complete;
- 1.11 **Qualification** – means the formal recognition of the achievement of the required number and range of credits and such other requirements at specific levels of the National Qualifications Framework as may be determined by the relevant bodies registered for such purpose by the South African Qualifications Authority (SAQA)
- 1.12 **Student** – the person who is submitting the Admission Application to the Academy for enrolment in one of the Programmes presented by the Academy;
- 1.13 **Summative Assessment** – assessments for making a judgment about achievement, which are carried out towards or at the end of a Programme;
- 1.14 **Sponsor** – the person that agrees to be held liable for the Programme Fees on behalf of the Student;
- 1.15 **Short course** – a relatively short learning course for which no credits are awarded and it is not registered on the South African Qualifications Authority (SAQA). The course type is developed and quality assured by the Academy and is an avenue for students to develop key skills and knowledge.
- 1.16 **Unit Standard** - Registered statement of desired education and training outcomes and its associated assessment criteria together with administrative and other information as specified in the regulations.

2. Admissions

- 2.1 The parties enter into the Agreement in good faith and the Student applies to be admitted into a Programme offered by the Academy and study through the Academy towards an award.
- 2.2 By the Student making application and through the Academy accepting the Admission Application, the Parties hereby conclude a binding Agreement for the student registering with the Academy and the student is admitted into the Programme selected by the Student.
- 2.3 The Academy retains the absolute right to in its sole discretion approve or decline any Student's Admission Application, the Student however has the right to request and be supplied with reasons why his/her application was declined, in accordance with the Admissions Policy of that particular Programme set-out in the Academy Regulations.
- 2.4 The Academy may provisionally admit a student on the information provided without the student submitting his/her certified copy of Identity Document and certified Proof of Higher Qualification.
- 2.5 Such provisional admission may be cancelled by the Academy should the Student not submit the required documents before the stipulated deadline. It is the Student's sole responsibility to submit such documentation to the Academy and ensure they are received timeously. Should provisional admission be cancelled the Student will be liable for all fees in terms of the Deregistration Policy and Clause 10 below.
- 2.6 The Agreement between the Student and the Academy consists exclusively of the Admission Application and of the Academy Regulations. Once completed by the Student and delivered to the Academy, the Admission Application shall constitute an unconditional offer by the Student for the acceptance or non-acceptance by the Academy, and such offer shall remain open until such time as the soonest occurring of the following:
 - 2.6.1 Academy accepts this offer and communicates the decision to admit and register the Student to the Programme; or
 - 2.6.2 The Student withdraws its application on written notice to the Academy; or
 - 2.6.3 The Academy rules that the Student does not qualify for admission to the Programme, and communicates this decision to the Student; or
 - 2.6.4 The Student breaches any Academy Regulations in making the Admission Application.
- 2.7 The parties waive the right to rely on any alleged express provision not contained in the Agreement.
- 2.8 The Student acknowledges that he or she may not transfer, cede or assign any of his/her rights or obligations under this Agreement to any third party.
- 2.9 The parties agree that no variation to this Agreement is valid unless reduced to writing and signed or verbally over a recorded telephone call.

3. Fees and Payment

- 3.1 All registration fees are paid in advance and are non-refundable should the Student withdraw from the Programme after the 7 days cooling off period as per 10 below.
- 3.2 The Programme Fees include the following:
 - 3.2.1 The Programme registration fee;
 - 3.2.2 Initial Programme materials and delivery of the Programme material to the Student;
 - 3.2.3 Tuition fees for the defined period of studies;
 - 3.2.4 The regulatory or quality assurance registration fee, dependant on the Programme selected;
 - 3.2.5 Exam fees for one examination per module / unit standard within the Programme;
 - 3.2.6 First assessment, moderation and marking of Assessments if such portfolios are assessed by the Academy;
 - 3.2.7 Monthly account management cost such as collection cost, student services and support.
 - 3.2.8 Initial/ first year Membership Registration with the relevant professional bodies (if applicable and as specified in the Regulations); and
 - 3.2.9 Student support during office hours Monday to Friday.

- 3.3 The Full Programme Fees exclude the following:
 - 3.3.1 Any replacement study material and re-dispatching cost thereof. Costs associated herewith are available on request;
 - 3.3.2 Re-assessment fees of any Formative Assessment due to late submission, failing, not yet competent or any reason as a result of a student's negligence;
 - 3.3.3 Exam fees for any additional or failed modules, or for any re-write or non-completion by the Student of any Exam. Costs of additional Exam fees are available on request;
 - 3.3.4 Re-registration fees for a module/unit standard or the full Programme;
 - 3.3.5 Postage of any items by the Student to the Academy or any of its agents, or any other correspondence/queries of the Student to the Academy; and
 - 3.3.6 Any interest and collection cost should the Student's account be handed over to a debt collecting company.
- 3.4 The full Programme Fees set out in the Admission Application shall become due and payable:
 - 3.4.1 Normal Enrolment Process: upon signature of the Agreement, subject only to the Student's limited right of withdrawal contained in 10.1, below.
 - 3.4.2 Provisional Enrolment Process: upon enrolment, subject only to the Student's limited right of withdrawal.
- 3.5 Fees may be structured and deferred over a period as agreed to between the Parties.
- 3.6 It is specifically recorded that the Student/Sponsor remains liable for the Full Programme Fees in the event of a failure by the Student to complete the Programme.
- 3.7 Re-registration fees are payable in full and in advance and students will be required to make full payment before they are able to register and continue with their studies.
- 3.8 Please note that all services included within this agreement will only be available if the agreed payments are up to date.
- 3.9 The sponsor may not transfer to, or substitute with, anyone else, your rights or obligations to this agreement.

4. Rules & Regulations

- 4.1 The Student hereby undertakes to fully comply with the Academy Regulations (rules, policies and procedures) as amended from time to time by the Academy in its sole and absolute discretion.
- 4.2 It's the Student's responsibility to familiarise him/herself with the Academy Regulations.
- 4.3 The Student may request updated copies of the documents as and when they become effective.
- 4.4 All Academy Regulations are available on request. Public rules are available on the website: www.iqacademy.ac.za. Enrolled student can access further rules on iCan, the Institution's Online Student Portal.

5. Delivery of Programme Materials

- 5.1 The Programme Material will be dispatched within 21 days of receipt of any stipulated registration documentation, as well as, the deposit or the first instalment of an Instalment Payment plan or receipt of the Full Programme Fees from the Student or Sponsor (Subject to stock availability).

6. Programme Changes

- 6.1 The Student shall exercise his/her application for a Programme change by notifying the Academy in writing of the desired change and by paying the Programme Change Fee within the time limit stipulated for such change.
- 6.2 The election shall only be deemed to have been made if the Programme Change Fee is paid before the due date for exercising such election, and the written notice referred above has been received by the Academy.

- 6.3 The Student may change the Programme selected subject to the following conditions:
- 6.3.1 The Programme Materials have not been sent out for delivery via the courier and no Academic submission of assessments at no fee;
 - 6.3.2 In the event that the Programme Materials were delivered by courier the student shall be liable for the payment of a Programme Change Fee per change of Programme; such fee is available upon request;
 - 6.3.3 In the event of a student having completed an assessment and/or an exam the student will have to be deregistered from his current Programme and normal deregistration fees will apply and the student will have to submit a new Admission Application for the new Programme.

7. Programmes

- 7.1 The Student is aware that the time limit for completion of the Programme are applicable and communicated in their study materials and are strictly to be adhered to.
- 7.2 Should the Student foresee failure to complete the Programme within the specified programme duration, a written application setting out the reason for non-completion must be submitted to the Registrar requesting an extension of time.
- 7.3 Extension applications must be received before the expiry date. No extensions will be granted after the expiry date. The Academy may, at its sole discretion, allow an extension of time to a maximum of 6 (six) months.
- 7.4 Applicable fees and other administrative matters are disclosed in the Programme Rules contained in the study materials and are available on request.
- 7.5 The Student is aware that the assessment, moderation, release of marks and/or certification in respect of Formative and Summative Assessments are in some Programmes in its entirety or part thereof the responsibility of the applicable regulatory or quality assurance body and will be subject and dependent on those bodies' rules, regulations and policies. Any queries, objections or results enquiries relating to such assessments should be taken up directly with the applicable body and not with the Academy.
- 7.6 The Academy may from time to time appoint duly authorised agents to act on behalf of the Academy and fulfil certain administrative functions, but the Academy shall not delegate any of its academic obligations to the Student or any other educational obligation that is required by law to be fulfilled by the Academy specifically: the Student may therefore only look to the Academy for the performance of such obligations.

8. Communications and Student Details

- 8.1 The Academy's contact details are provided in the Programme materials. It is the responsibility of the student to familiarise themselves with the specific communication channels specific to their Programme or course, the Academy does not accept responsibility should the Student send info to the incorrect address.
- 8.2 The Student undertakes to notify the Academy in writing, before such change takes effect, of any change of either, the Student's physical residential address, postal address, email address, cellular phone number, and any other contact details as well as of any change of the Student's employer.
- 8.3 The Student expressly agrees that the Academy or its duly authorised agents may communicate by e-mail/SMS (short message service) to the Student's computer/cellular telephone as provided by them. These methods will be regarded as a valid method of sending any administrative communication in respect of the agreement.
- 8.4 The Academy or its agents shall dispatch all supplementary study material, notices, certificates and any other documents the Academy is obliged to provide the Student ("the Programme correspondence") to the address of the Student nominated by the Student in this application.

- 8.5 The Student appoints the South African Post Office and/or its chosen freight/ transport/delivery company as his or her agent for the acceptance and conveyance of all Programme and payment correspondence: as such neither the Academy nor Agent accepts any liability for lost, non-collected or damaged items sent to the Student.
- 8.6 The Student confirms that he/she would like to hear from us and our partners about special offers and value adding products.

9. Copyright, Intellectual Property and Academy Property

- 9.1 Copyright subsists in the study material and all supplementary materials. Any unauthorised reproduction, copying and/or distribution of the study material are acts of copyright infringement and make the Student liable for civil law copyright infringement and may in certain circumstances make the Student liable for criminal prosecution. The Student also understands that the study material is solely for his/her own use and may not be passed on.

10. Withdrawal & Academic Exclusion

10.1 Withdrawal

- 10.1.1 The Student may withdraw from this Agreement on the condition set out in this clause after acceptance of the Admission Application by the Academy and the Student is enrolled.
- 10.1.2 All withdrawal requests must be made in writing and submitted to the Academy on or before the dates prescribed.
- 10.1.3 Should the Student have applied and been accepted, the student may withdraw within 7 days (cooling off period) after the delivery of their study material at no fee.
- 10.1.4 All study material received by the Student must be returned to the Academy within 30 days.
- 10.1.5 Should the Student withdraw/deregister after the 7 days cooling off period, a withdrawal/deregistration fee will be applicable and the amount calculated by taking into account the registration fee, full cost of the study material and service fees. The Student will be liable for any outstanding balance at the point of withdrawal.

10.2 Academic Exclusion

- 10.2.1 A Student may be academically excluded on any of the following grounds:
- 10.2.1.1 Non-payment of fees;
 - 10.2.1.2 Non-adherence with Academy Regulations;
 - 10.2.1.3 Through the disciplinary process relating to any misconduct by the student;
 - 10.2.1.4 Non-academic activity or failure to complete the programme or parts thereof within specified time limits.

10.3 Temporary suspension

- 10.3.1 A student's registration may temporarily be suspended due to any of the following reasons:
- 10.3.1.1 Non-payment of fees;
 - 10.3.1.2 Non-adherence with Academy Regulations;
 - 10.2.1.5 Through the disciplinary process relating to any misconduct by the student;
 - 10.2.1.6 Non-academic activity or failure to complete the programme or parts thereof within specified time limits.
- 10.3.2 During this temporary suspension the student may be refused entry into any exams, results withheld, refused access to tutorials, support and other activities pending the finalisation of the suspension matter.

11. Disputes

- 11.1. Any dispute arising out of this Agreement will be dealt with through the Academy's quality management process.
- 11.2. Students may address any dispute/complaint in writing to the Office of the Registrar: registrar@iqacademy.ac.za or fax: 0866249795

12. General

- 12.1 No failure by either Party to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself, or be used as an estoppel against any party in respect of its rights under this Agreement.
- 12.2 These terms and conditions along with the Academy Regulations forms the entire agreement between the parties and no amendment will be valid unless reduced to writing and signed by both parties.
- 12.3 The Intuition offers both Short Courses and Qualifications. By the Student making application and through the process of the Academy accepting the Application, the Student declares that he/she is fully aware of the status of the programme/short course that he/she has registered for.
- 12.4 By the Student making application and through the process of the Academy accepting the Application, the Student declares that he/she is aware that the language of tuition at IQ Academy is English.

DEBIT ORDER TERMS AND CONDITIONS

1. I/We hereby authorise IQ Academy (Pty) Ltd ("IQA"), its successors in title, or any collecting agent appointed by IQA, to withdraw funds from my/our Designated Bank Account, in respect of all amounts which are now or may from time to time in the future be due and payable by Me/Us to IQA arising from My/Our future obligations in terms of all agreements already entered into or still to be entered into by Me/Us with IQA.
2. I/We hereby authorise my/our bank to accept all debits levied by IQA in terms of this authorization and to debit the Designated Bank Account and to regard such debits as if given and signed by Me/Us personally and any such withdrawals shall have the same effect as if I/we personally made them.
3. I/We hereby authorise IQA to give notice to the above-named bank of the agreement(s) referred to in 2 above, on My/Our behalf, which notice is to be regarded as if having been given by Me/Us personally.
4. I/We undertake to pay any costs, including bank charges, which may result from this debit order authorisation.
5. This debit order authorisation will remain in force despite any transfer of the debit account to any other branch.
6. Payment in terms hereof will only cease after I/We have given 30 days' notice in writing sent to IQA and My/Our bank by prepaid registered post, provided that My/Our indebtedness to IQA in terms of the Loan Schedule referred to in clause 2 has been repaid in full.
7. I/We understand that I/We will not be entitled to any refund of amounts which IQA has withdrawn while this debit order authorisation is in force or there exists an outstanding balance owed by Myself/Us to IQA. I/We hereby consent that I/We shall not be entitled to repayment of any amount withdrawn by IQA while this authorization was valid. I/We hereby consent that the onus to prove that any amount withdrawn in terms hereof, was not due to IQA, shall rest on Me/Us.
8. I/We hereby acknowledge that I/We shall not hold IQA liable for any loss, damages or liability that may arise as a result of any default or late payment by me/us in terms of this debit order authorisation.
9. I/We hereby hold IQA harmless against all costs, charges, expenses, losses and damages which IQA may suffer as a result of My/Our bank acting in accordance with this debit order authorization and against any claim by any party arising from the performance or non-performance, as the case may be, in terms of this debit order authorisation.
10. I/We hereby indemnify IQA against any interest, costs or losses and/or other damages that IQA may suffer/incur arising from refusal by Me/Us or our above-named bank to accept a debit levied in terms of this debit order authorization.
11. I/We also indemnify IQA against any losses and/or damages which it may suffer as a result of the execution of this debit order authorisation.
12. I/We shall be responsible for ensuring that the Designated Bank Account nominated for deduction in terms of debit order authorization shall not be closed or inaccessible for any reason.
13. The individual payment instructions so authorised to be issued must be issued monthly/bi-weekly/weekly on the date when the obligations in terms of the Loan Schedule is due. I/We consent that if the debit order amount initially stated has to be reduced/increased from time to time (for reasons which shall include the recovery of any arrears), IQA may amend the amount debited against the Designated Bank Account accordingly. IQA shall furthermore have the right to withdraw from time to time larger/smaller amounts than those authorized in terms hereof against the Designated Bank Account to cover such amounts which are due and payable to it. When a deduction is requested from the debit account and there are insufficient funds available, I/We hereby agree that IQA may collect the due amount and partial amounts from the debit account on any other date that IQA may deem necessary, alternatively, IQA shall be entitled to continue requesting such deduction each and every day after the date on which the deduction was originally requested, until the full instalment has been collected, in partial deductions or otherwise.
14. I/We, by My/Our signature hereto hereby authorise that the date of deduction may be different to the initial date specified.

15. I/We hereby agree that unless advised to the contrary by me/us, IQA may adjust any deduction date for payment purposes during periods with special circumstances such as during the month of December, to coincide with my actual salary payment date which IQA will be entitled to assume to be the last business day that precedes the 5th day of such month. If My/Our designated pay date falls on a Saturday, Sunday, Monday or a Public holiday, IQA will be entitled to adjust my pay date to the last business day preceding the Saturday, Sunday, Monday or Public holiday.
16. I/We understand that the withdrawals hereby authorised will be processed by computer through any electronic means and I also understand that details of each withdrawal, accompanied by a short description (which will be forwarded to me), will be printed on my bank statement or on an accompanying voucher. I/We agree to pay any bank charges relating to this debit order instruction.
17. Receipt of this instruction by IQA shall be regarded as receipt thereof by My/Our bank.
18. I/We acknowledge that this authority may be ceded or assigned to a third party if the right, title and interest in and to the basis of my indebtedness recorded in this agreement is also ceded or assigned to such third party.
19. Should the Student default on any instalments this agreement will fall under the National Credit Act and interest may be charged