



## REGISTRATION CONTRACT – TERMS AND CONDITIONS FOR SEMESTER AND ANNUAL REGISTRATIONS

When you register with EBSDOTCOZA (Pty) Ltd, the signatories to this contract agree and accept the following terms and conditions of registration with EBSDOTCOZA. You may complete this contract in hard copy by printing and signing it 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 on the EBSDOTCOZA registration portal it offers an option to do so. You warrant that you are authorized to do so.

If you do not understand anything in this contract, please contact us to explain what you do not understand before you accept this contract.

EBSDOTCOZA is not a university and does not confer any qualification, nor does it purport to act on behalf of any other institution. EBSDOTCOZA offers extra lesson support to students in need of support for modules in their qualification for which they have registered at another institution.

### 1. Financial

- 1.1 The signatories acknowledge that they will be jointly and severally liable to EBSDOTCOZA for payment in full of all fees and other charges ("the contract amount") as detailed in the registration form, subject to the terms and conditions set out below, and that, having regard to all their financial obligations, they have **sufficient funds to make all the payments in terms of this contract on due date.**
- 1.2 Payment of the contract amount in full in terms of payment Method "A" must be received on or before the due date as set out on the registration form under PAYMENT OPTIONS. Should this payment not be received by the due date, the contract amount as set out in Method "B" of this registration contract may, at the sole discretion of EBSDOTCOZA, be charged and EBSDOTCOZA may, at its election, issue the signatories with new payment details, including the recalculation of fees due, in accordance therewith.
- 1.3 The "contract amount" includes deposit, extra lesson fees, pdf notes which the student may use for their sole use and where applicable, an administration fee; but (unless otherwise specified) does not include: textbooks, stationery or other items. The signatories will be responsible for any specialised consumables used during the programme / qualification, including but not limited to: For example: UNISA, CIMA or ICB material, data costs, specialised stationery, printing of assignments, CD's, toolkits or any other material. EBSDOTCOZA notes do not replace prescribed textbooks.
- 1.4 This contract may not be cancelled unless –
  - 1.4.1 The student fails to satisfy the **qualification entrance requirements** of the applicable external provider or examining body or EBSDOTCOZA (in which event the signatories shall be entitled to a refund of the contract amount, or any portion thereof paid to date, less any banking charges incurred on a registration. Refunds are at the sole discretion of EBSDOTCOZA. This clause is not applicable where a student has met qualification entrance but has not met examination entry requirements. **Where a student does not meet exam entrance for any reason whatsoever, the account remains in force and the account payer remains liable for the full contract amount.**
  - 1.4.2 Insufficient enrolments are received at EBSDOTCOZA; it will be at EBSDOTCOZA's sole discretion which will not be unreasonably exercised, the running of the programme module for which the student has enrolled (in which event the signatories shall be entitled to a refund, at the sole discretion of EBSDOTCOZA, of the contract amount, or any portion thereof paid to date); or
  - 1.4.3 The student has been expelled following due process; in which event the fees will not be refunded and the signatories will remain liable for the balance of outstanding fees.
- 1.5 In the event of 1.4.1 or 1.4.2 above, EBSDOTCOZA will refund all monies calculated as due and payable in terms of the EBSDOTCOZA Cancellation Policy above.
- 1.6 The student or signatories must give **written and signed notice of the student's intention to deregister**, to the administration department (info@ebs.co.za), provided however that any student, who has registered for a programme of study and **who deregisters for any reason during the year, remains liable, together with the signatories, for payment of fees** as set out herein. In the event of 1.4.1 or 1.4.2 above, EBSDOTCOZA will refund all monies calculated as due and payable in terms of the EBSDOTCOZA **Deregistration Policy.**

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1.7 **In the case of a semester based registration for CIMA, ICB or University Extra Lesson modules, the EBSDOTCOZA Deregistration Policy states:**

- 1.7.1 If a student deregisters within the first **14 days** of the course commencement date (as per the website), he/she is entitled to a full refund (limited to what has been received by EBSDOTCOZA where a terms payment is in place) of the extra lessons fee less the standard R500 deregistration administration fee\*. Banking charges incurred on a registration is for the cost of the student.
- 1.7.2 If a student deregisters **after the first 14 days** of the course commencement date (as per the website)\*, he/she will not be entitled to any refund of fees and all outstanding fees must be paid in accordance with the registration contract and within the time periods specified. Initial .....

1.8 **In the case of an annual based registration for CIMA, ICB or University Extra Lesson modules, the EBSDOTCOZA Deregistration Policy states:**

- 1.8.1 If a student deregisters within the first **14 days** of the course commencement date (as per the website), he/she is entitled to a full refund of the extra lessons fee (limited to what has been received by EBSDOTCOZA where a terms payment is in place) less the standard R1 000 deregistration administration fee\*. Banking charges incurred on registration is for the cost of the student. Initial .....
- 1.8.2 If a student deregisters **after the first 14 days but within 30 days** of the course commencement date (as per the website), he/she is entitled to a refund of 50% (limited to what has been received by EBSDOTCOZA where a terms payment is in place) of the extra lessons fee less the standard R1 000 deregistration administration fee\*. Banking charges incurred on registration is for the cost of the student. Initial .....
- 1.8.3 If a student deregisters **after 30 days** of the course commencement date, he/she will not be entitled to a refund of any fees and all outstanding fees must be paid in accordance with the registration contract and within the time period specified. Initial .....

**\* The administration fee applies per module.**

- 1.9 Should any monies due by the student or the signatories under this contract not be paid on the due date, the student may be excluded from access to EBSDOTCOZA facilities, including blocking access to any google offerings, pending resolution of any amounts due by the student or signatories or until such time as all monies due have been paid in full. This is without prejudice to any other rights of EBSDOTCOZA. Exclusion, as set out above, will not relieve the signatories of any obligation to pay the contract amount, or any balance outstanding.
- 1.10 The signatories will remain liable for all expenses incurred by EBSDOTCOZA as a result of any breach on his / her / their part of this contract and acknowledge that this may include legal, tracing and collection costs.
- 1.11 If any payment due under this contract remains unpaid for a period of thirty (30) days after the due date thereof, the entire outstanding balance will immediately become due and payable. In addition, thereto, administration and legal fees on the outstanding amount due will be charged.
- 1.12 EBSDOTCOZA reserves the right not to accept cash. All settlement fees must be paid via EFT, Direct Deposit, Payfast or Mobicred. All term fees (instalment) must be paid via Payfast.

Payment may be made via EFT to:

**EBSDOTCOZA**

Bank : First National Bank  
Branch : Sandton City  
Branch Code : 254605  
Account number : 62872117190  
Reference : Name or Reference Number on registration form

**A fee of R300 per transaction will be charged to a student's study fee account for all dishonoured Payfast transactions.**

**Overdue accounts and accounts handed over for collection**

No student will be allowed to re-register with EBSDOTCOZA until all outstanding debt of previous registration periods has been settled in full. Students with long overdue balances on their accounts may be handed over to a third party for collection. Any collection/legal costs that may arise from the account being handed over will be for the account of the student. Payment or arrangements thereof of overdue accounts handed over for collection should be made with the collection company concerned.

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## PAYMENT OPTIONS

Students must be properly registered (signed T&Cs, payments received as per payment option method selected and required documentation submitted) in order to have access to online help.

Please ✓ the method of payment applicable to this registration

**Method A Settlement of fees in full at registration (EFT, Direct Deposit, Payfast or Mobicred)**

The full amount of extra lesson fees due for the semester or the year is settled at registration. The due date for settlement is the date for first access to the online programme.

**Method B Settlement on terms (Payfast)**

**Undergraduate and Postgraduate extra lessons – semester registrations:** For students who choose to pay their account over 4 months (1<sup>st</sup> semester modules may only be paid over 4 instalments if registered in 1<sup>st</sup> semester and 2<sup>nd</sup> semester modules may only be paid over 4 instalments for modules registered in 2<sup>nd</sup> semester), there is an administration fee of 5% of their extra lesson fees.

Where the 4-month instalment period is applicable: The administration fee is added to the extra lesson fees and total fees are collected via Payfast in 4 monthly instalments as indicated on the Payfast system:

**First Semester:**

At registration (Jan 2023)	¼ of the extra lesson and administration fee.
Feb-2023	¼ of the extra lesson and administration fee.
Mar-2023	¼ of the extra lesson and administration fee.
Apr-2023	¼ of the extra lesson and administration fee.

**Second Semester:**

At registration (Jun 2023)	¼ of the extra lesson and administration fee.
Jul- 2023	¼ of the extra lesson and administration fee.
Aug- 2023	¼ of the extra lesson and administration fee.
Sept-2023	¼ of the extra lesson and administration fee.

**Undergraduate and Postgraduate extra lessons – annual registrations:** Where the 7-month instalment period is applicable: The administration fee is added to the extra lesson fees and total fees are collected via Payfast in 7 monthly instalments as follows:

At registration (Jan 2023)	1/7 of the extra lesson and administration fee.
Feb-2023	1/7 of the extra lesson and administration fee.
Mar-2023	1/7 of the extra lesson and administration fee.
Apr-2023	1/7 of the extra lesson and administration fee.
May-2023	1/7 of the extra lesson and administration fee.
June-2023	1/7 of the extra lesson and administration fee.
July-2023	1/7 of the extra lesson and administration fee.

**For all instalment payments:**

**A student who registers after the 1st instalment due date; the initial sum paid to EBSDOTCOZA must include amounts due by the stated dates.**

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## 2 General

- 2.1 EBSDOTCOZA is committed to protecting our users' privacy as per the Protection of Personal Information Act, 2013. The collected personal information is stored in databases to which access is strictly controlled and is accessible only to staff, who in the course of their duties need to have access to such information. No personal information about a user will be disclosed to third parties without the user's permission or due process. However, where there is breach on the account payer's part of this contract, contact information of the account payer and student (if not the same) may be given over to a third party for legal, tracing and collection costs. Initial .....
- 2.2 The signatories warrant that the information submitted on the registration contract is both true and correct.
- 2.3 The EBSDOTCOZA study material that is made available online remains the intellectual property of EBSDOTCOZA (Pty) Ltd and students may not sell or distribute this material (including notes and videos). Should students make the study material available to students not registered for the course, EBSDOTCOZA will pursue criminal charges and civil claims against the student distributing the study material. Initial .....
- 2.4 Access to google classroom modules is only for the academic semester (undergraduate) or academic year (postgraduate) in which the student has registered at EBSDOTCOZA and only until the date of the exam. The student is removed from accessing the google classroom once the exam for the module for which they registered at EBSDOTCOZA has been written.
- 2.5 The student is solely responsible for all service, telephony, data charges and/or other fees and costs associated with access to EBSDOTCOZA online google offerings and use of these services, as well as for obtaining and maintaining all telephone, computer hardware, and other equipment required for such access and use.
- 2.6 The student will not copy, modify, reverse engineer, reproduce, distribute, publicly display, publicly perform, communicate to the public, create derivative works from, deface, tarnish, mutilate, hack, interfere with, or otherwise use and exploit any content from EBSDOTCOZA. This includes content and video recordings from the google offering.
- 2.7 All EBSDOTCOZA material/notes/packs issued to students on / through the google classroom or in hard copy are copyright protected and no part of the material may be reproduced, distributed or transmitted in any form or by any means, including photocopying, recording or other electronic or mechanical methods.
- 2.8 EBSDOTCOZA reserves the right to cancel and/or amend module syllabi, commencement and termination dates and timetables where applicable without prior notice, which discretion shall be exercised reasonably, to accommodate changing circumstances.
- 2.9 EBSDOTCOZA, at its sole discretion, which discretion shall be exercised reasonably, may combine classes of similar academic level and content or cancel extra lessons in any module advertised and offered, on an insufficient demand basis; provided that the contract amount shall be adjusted accordingly. The onus remains on the student to ensure that he/she is registered for the correct subject(s) / module(s), programme or qualification with their external provider as well as modules with EBSDOTCOZA.
- 2.10 The student must familiarise himself/herself with the registration requirements, module/subject selection criteria, rules, regulations, as well as any rules regarding the maximum completion time for the chosen qualification. Accordingly, the signatories, and more specifically the student, warrant that they have investigated the programme concerned to their satisfaction prior to the signing of this contract.
- 2.11 **The signatories acknowledge that they are aware of who the conferring body is for the qualification or programme of study** for which the student registers as well as any particular information in relation to accreditation and registration of this programme of study. **The signatories acknowledge that they are responsible for registering with the external examining body for the qualification or programme of study for which the student registers and otherwise complying with any of the requirements of the external examiner including the payment of any fees.**
- 2.12 The student and other signatories hereby confirm that the student will be provided with a copy of EBSDOTCOZA's T&Cs and student code of conduct within 14 days of registration. The student has 14 days within which to read and acquaint him/herself with the content thereof, and to familiarise him / herself with their application to the modules for which the student is registering. Thereafter it will be assumed that the student has read and understood such terms and conditions and code of conduct and that he/she has undertaken to abide by and comply with the terms thereof, as they may be amended from time to time.
- 2.13 The signatories consent to EBSDOTCOZA utilising electronic methods of communication (including SMS, WhatsApp, Telegram and email) in matters of an academic nature, or relating to scheduling of lecture content, or similar issues.
- 2.14 EBSDOTCOZA may from time to time institute rules and regulations deemed necessary relating to student conduct and other related matters.

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- 2.15 Academic integrity is taken very seriously. Any violations of academic integrity by the student including, but not limited to, cheating or plagiarism, will result in disciplinary action being instituted against the student which could result in expulsion.
- 2.16 Should EBSDOTCOZA offer face-to-face extra lessons/seminars/block release in the future and in the event of an act of God, war, insurrection, industrial or student unrest, natural disasters, COVID-19 including with social distancing compliance or any such similar pandemic or other such events that may cause the temporary cessation of extra lessons or classes, EBSDOTCOZA shall use its best endeavours to resume face-to-face extra lessons as soon as is practically possible; however, no guarantees can be made in this regard.
- 2.17 EBSDOTCOZA may, at its discretion, report to the parent, guardian or bursar of the major fee contributor, any breach of rules and regulations by the student or on any other matter concerning the progress, conduct, or wellbeing of the student. The student consents to this.
- 2.18 No guarantees, promises or representations of any nature are made by EBSDOTCOZA pertaining to the student's enrolment for module(s) or programme(s) selected by the student with regard to the student's success or failure or otherwise.
- 2.19 Where at the discretion of the management team, a deferment of an EBSDOTCOZA registered module has been approved, the module must be registered at EBSDOTCOZA in the semester when next offered. Additional fees may be incurred where the price of the module in the following semester is higher than the fee when the module was first registered. The credit on an approved EBSDOTCOZA deferred module will expire after 12 months.

**3. Indemnity**

EBSOTCOZA or any of its representatives shall not be liable for any loss or damage, however sustained whilst the student is enrolled at EBSOTCOZA. The signatories hereby indemnify EBSOTCOZA against all and any claims made by any person whatsoever in respect of any damage arising out of any grossly negligent or intentional acts or omissions by the student.

**4. Addresses and notices:**

For the purpose of this contract, and all notices and services in terms of this contract, the following Domicilium Citandi et Executandi addresses will be used:

Unit 9 Timbavati, 27 St Christopher Road, St Andrews Ext, Bedfordview, 2007

and for the candidate:

.....  
 .....

Signed at ..... on this ..... day of ..... 20.....

.....  
 Student: Full name

.....  
 Signature

.....  
 Parent/Guardian: Full name  
 (where student is under 18)

.....  
 Signature