



TERMS AND CONDITIONS OF ENROLLMENT AT PCD COLLEGE:

This application is to be completed and signed by the student applying to study at PCD College (Pty) Ltd with registration number: 2013/224175/07, as well as the person/entity responsible for the payment in terms hereof.

PART A: PERSONAL PARTICULARS

1. Student's Details

1.1 Full Names: _____

1.2 Identity number: _____

1.3 Home Address: _____

1.4 Postal Address: _____

Postal Code: _____

1.5 Period at current address: _____

1.6 Contact numbers: Phone _____ Fax _____

Cell phone _____

1.7 E-mail Address: _____

1.8 Marital Status: _____

If the student is married in community of property both spouses must complete and sign this application jointly and provide copies of their Identity documents, proof of residence and proof of bank account.

2. General Information of person responsible for payment:

2.1 Full Names: _____

2.2 Identity / Registration number: _____

2.3 Home Address: _____
Or Business Address: _____

2.4 Postal Address: _____

Postal Code: _____

2.5 Period at current address: _____

2.6 Contact numbers: Phone _____ Fax _____

Cell phone _____

2.7 E-mail Address: _____

Credit References

2.8 Bankers name: _____

Branch: _____

Branch Code: _____

Account number: _____

2.9 Credit References:

1. Name: _____

Tel. No: _____

2. Name: _____

Tel. No: _____

2.10 Monthly income: R _____

2.11 Source of monthly income: _____

2.12 Election with regard to the delivery of the monthly statement:

E-mail _____ Post _____ Fax _____

In case of e-mail, please provide the appropriate e-mail address:

2.13 **The Student and person/entity responsible for payment of the account, chooses as its *domicilium citandi et executandi* the place of residence or principal place of business.**

2.14 **THE STUDENT AND THE PERSON RESPONSIBLE FOR PAYMENT WARRANTS THAT ALL DETAILS FURNISHED ABOVE ARE TRUE AND CORRECT.**

PART B – TERMS AND CONDITIONS OF ENROLLMENT AT PCD COLLEGE:

3. **Terms and conditions:**

3.1 The Student as referred to herein shall at all times be the individual(s) applying in terms hereof. Any reference to “PCD College” shall at all times be PCD College (Pty) Ltd with registration number: 2013/224175/07.

3.2 Accounts shall be settled within the terms assigned and agreed to by and with PCD College.

3.3 Specifically, the Student and/or the person responsible to pay acknowledges that the estimated total study fees for the three-year course to be commenced on 1 January 2022, is an amount of R181500-00, which amount is calculated as follows:

Nasional Fee scale	1st Year	2nd Year	3rd Year
Advanced Course	10250	10250	
Basic Course	3900	3900	
Solar and Heatpump Course	1900	1900	
Registration fee	7000	7000	7000
Text Books	1500	1500	1500
Printing	1000	1000	1000
Administration Fee	2000	2000	2200
Extra basic course.			6800
Trade Test and Prep			25000
Subtotal	27550	34350	36700
Class	32950	26150	23800
Totaal	60500	60500	60500

3.4 The Student and/or the person responsible to pay acknowledges that a non-refundable reservation deposit of R_____ is to be paid immediately upon signature hereof to guarantee the student's place for the year of enrolment.

Initial: _____

3.5 The study fees set out in paragraph 1.3 is subject to various factors including the exchange rate. Accordingly, there may be price increases that cannot be reasonably foreseen by PCD College. Should it become necessary to effect a change in the study fees quoted, the Student and/or the person responsible to pay shall be apprised in writing of such increase and reason therefore.

Initial: _____

3.6 Should the Student fail to make him or herself available to attend the courses stated above, or elect to cancel this agreement, for any reason whatsoever, the cancellation and any refunds if applicable, will be attended to in terms of PCD College's cancellation policy which will be made available to the Student and/or the person responsible to pay upon receipt of a written request from the Student and/or the person responsible to pay.

Initial: _____

3.7 It is recorded that the Student and/or the person responsible to pay must afford PCD college at least one calendar month's notice of its intention to cancel this agreement, which notice must be in writing and clearly set out the reason for such cancellation.

Initial: _____

3.8 All overdue accounts shall bear interest at the rate of 2% per month, from the date after the account was due and payable, until date of final payment, both days included.

Initial: _____

3.9 Failure to settle the outstanding account as per statement on due date, shall entitle PCD College, without prejudice, and addition to any other rights, to suspend the Student's attendance at the college upon immediate written notice of such intention to suspend, irrespective of whether such suspension falls over an examination period, until the account is brought up to date, and to reverse any trade or early settlement discount which may have been allowed in respect of the transactions for which payment is overdue. No amount shall be deducted from the sum invoiced and/or the amount due as per statement, without PCD College's written authorization. Should the Student's account remain overdue for a period of 30 consecutive days, the Student and/or the person responsible to pay will be deemed to have repudiated this contract and will be dismissed from the course. Such dismissal will be communicated to the Student and/or the person responsible to pay in writing. All results and/or certification will be withheld until Student's account is settled in full.

Initial: _____

- 3.10 The Student and/or the person responsible to pay confirms that it is bound to PCD College for payment of all services delivered and disbursements incurred on behalf of the Student as required in respect of the course to be completed and from time to time as notified to the Student and/or the person responsible to pay in writing.
- 3.11 Notwithstanding the acceptance of these terms and conditions, the nature extent, duration and very existence of any facilities which may be allowed to the Student and/or the person responsible to pay, from time to time, shall always remain in the sole discretion of the PCD College.
- 3.12 The Student and/or the person responsible to pay hereby consents, in terms of Section 45 of **the Magistrate's Court Act No. 32 of 1944 (as amended)** to the jurisdiction of the Magistrates Court in respect of any action which may be instituted by PCD College, notwithstanding the foregoing, PCD College is entitled to institute action in the High Court Division having jurisdiction.

Initial: _____

- 3.13 All costs and disbursements, including legal costs on an attorney-and-own-client scale, incurred by PCD College in recovering any amounts due or in tracing the Student and/or the person responsible to pay and all other charges, of a like nature are payable by the Student and/or the person responsible to pay to PCD College, on reasonable demand.

Initial: _____

- 3.14 The Student and/or the person responsible to pay shall not be entitled to set off any amount which it may allege is claimable by it from PCD College against any amount which may be payable by it to PCD College.
- 3.15 The Student and/or the person responsible to pay shall inform PCD College of any change in residential address, change of name, and/or change in regard to status, within 7 (seven) working days from the date of such change.
- 3.16 Successful completion of the current academic year and written confirmation of continuation of the training is required for re-enrolment of currently enrolled students.
- 3.17 The Student and/or the person responsible to pay, as well as any person signing on behalf of the Student, and thereby binding him or herself as surety, hereby irrevocably consents and PCD College permission to investigate its credit profile with any Credit Bureau.

Initial: _____

PART C – GENERAL CONTRACTUAL TERMS

4. General

4.1 These Standard Conditions and Trading Terms supersede and novate all prior agreements and understandings between PCD College and the Student and/or the person responsible to pay if in conflict herewith. All contracts, transactions and dealings between PCD College and the Student and/or the person responsible to pay, whether affected before or after the signing of this document shall be subject to these Standard Terms and Conditions.

4.2 The rights of PCD College arising here from shall not be capable of being varied or waived, save by a written document signed by and/or on behalf of PCD College, who shall not be prejudiced or estopped from exercising any such rights by reason of any relaxation or indulgence which it may afford the Student and/or the person responsible to pay.

4.3 The Student and/or the person responsible to pay agrees to comply with and be subject to PCD College's rules and policies which will be made available to each student. These rules and policies are subject to change as required. Student and/or the person responsible to pay will be notified in writing of any such changes.

Initial Applicant: _____

4.4 PCD College will not be in any way responsible for losses, damages or delays caused by or arising from *vis major, causa fortuitus*, riots, strikes, lockouts, transport or other delays, accidents, insurrection, war, national or international political unrest, the imposition of any trade boycotts or sanctions or trade restrictions, or any other cause or contingency whatsoever, beyond the control of PCD College.

4.5 Should the Student and/or the person responsible to pay be domiciled outside the Republic of South Africa, in the event of any dispute or claim whatever arising between PCD College and the Student and/or the person responsible to pay, such dispute or claim shall, should PCD College so elect, be determined and enforced exclusively under and in accordance with South African Law and by a South African Court, and the parties shall, if outside the Republic of South Africa, submit to any such order of a South African Court upon its mere presentation.

Initial Applicant: _____

4.6 Breach:

4.6.1 If a party is in breach of any term of, or warranty given in terms of this Agreement, the other party shall be entitled to cancel this Agreement only if such breach is material.

4.6.2 Such breach shall not be material if written notice of such breach is given to the breaching party by the aggrieved party and remedied within 7 (seven) days of receipt of such notice.

4.6.3 Subject to the provisions of clause 4.6.1 and 4.6.2 above, should any party hereto commit a material breach of this Agreement, and fail to remedy same

within the time period stipulated in clause 4.6.2 above, then the aggrieved party shall be entitled at his and/or its option to exercise all or any rights which he or it might hold under the common law of the Republic of South Africa or otherwise.

4.6.4 In the event that the Student and/or the person responsible to pay cancels and/or commits a breach in terms of this agreement for whatsoever reason, the Student and/or the person responsible to pay shall forfeit any amount or amounts paid to PCD College in terms hereof.

4.7 Notices and *Domicilia*

4.7.1. The parties select as their respective *domicilia citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice for or necessary in terms of this Agreement, the following address:

PCD COLLEGE:

651 Veronica Street, Montana, Pretoria

STUDENT:

PERSON RESPONSIBLE TO PAY:

4.7.2 Each party will be entitled from time to time to vary its *domicillium* by written notice to the other party to any other address within the Republic of South Africa which is not a post office box or *poste restante*.

4.7.3 Any notice addressed to a party at its physical or postal address will be sent by prepaid registered post, or delivered by hand, or sent by telefax.

4.7.4 A notice will be presumed, unless the contrary is proved, to have been given:

4.7.4.1 If posted by prepaid registered post, 7 (seven) days after the date of posting thereof.

4.7.4.2 If hand delivered during business hours on a business day, on the day of delivery.

4.7.4.3 If sent by telefax, on the first business day following the date of sending of such telefax.

4.7.5 Day to day communication in regard to the training provided may be done via email.

4.8 Whole Agreement

4.8.1 This Agreement constitutes the whole of the Agreement between the parties relating to the subject matter thereof, and no amendment, alteration, addition,

variation or consensual cancellation will be of any force or effect unless reduced to writing and signed by the parties in front of 2 competent witnesses.

4.8.2 The parties agree that no other terms or conditions other than those embodied in this Agreement will apply, whether oral, written, express or implied.

4.9 **Non-Waiver**

No waiver of any of the terms and conditions of this Agreement will be binding for any purpose, unless expressed in writing and signed by the party giving same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other right or further exercise thereof or the exercise of any other right, power or privilege.

4.10 **Severability**

If any terms or other provisions of this Agreement is invalid, illegal or incapable of being enforced by any risk of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in any manner adverse to the party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties thereto shall negotiate in good faith to modify this Agreement so as to effect the original interest of the parties as closely as possible in an acceptable manner to the end transaction contemplated hereby is fulfilled to the greatest extent possible.

4.11 **Novation**

4.11.1 The parties hereby agree that this Agreement shall supersede all previous agreements (whether in writing or not) made by the parties in respect of the sale of the property and accordingly this Agreement constitutes a novation of any previous agreements, relating to the subject matter of this Agreement, between the parties.

4.11.2 In addition, the parties agree that no previous cause of dealing or usage of trade not specifically set forth in this agreement shall be admissible to explain, modify or contract the terms of this Agreement.

PART D – PAYMENT TERMS

5.1 **Option 1: Payment in full**

Should the Student and/or the person responsible to pay elect to make full payment in respect of the full tuition for the three years, such payment should be made directly to PCD College, into its nominated bank account on or before the first day that the program for the 2020 studies commence. If the Student and/or the person responsible to pay selects this payment option, it may qualify for a once off settlement discount and should enquire with PCD College's finance department in this regard.

5.2 **Option 2: Annual payment upfront**

Should the Student and/or the person responsible to pay elect to make full payment in respect of the full tuition per annum, such payment should be made directly to PCD College, into its nominated bank account on or before the first day that the program for the 2020 studies commence. If the the Student and/or the person responsible to pay selects this payment option, it may qualify for a once off settlement discount and should enquire with PCD College's finance department in this regard.

5.3 Option 3: Monthly payment

Should the Student and/or the person responsible to pay elect to make monthly payments, such payments should be made directly to PCD College, into its nominated bank account on or before the 5th day of every calendar month, the first payment to be made on or before the 5th of January 20__.

5.4 Option 4: Quarterly payment

Should the Student and/or the person responsible to pay elect to make quarterly payments in respect of the tuition fees, such payments should be mad directly to PCD College, into its nominated bank account on or before the 5th day of each quarter of studies being commenced.

5.5 The Student and/or the person responsible to pay acknowledges that the payment options above do not apply to the deposit which should be paid immediately upon signature hereof.

5.6 The Student and/or the person responsible to pay hereby selects Payment Option _____.

Cancellation Policy of National Courses Plumbing or Electrical undertaken with PCD College

If for any reason a student intends to cancel the agreement entered into with PCD College in respect of the student's studies, the following procedures and policies will apply:

1. Written notice of cancellation of the agreement of one calendar month must be provided and sent to PCD College via email to _____.
2. No other method of cancellation will be accepted.
3. The notice of cancellation must clearly set out the reasons for such cancellation whether it be for personal reasons, financial reasons or otherwise.
4. The notice of cancellation must contain the current particulars of the student which should include their full names, Identity number, Student Number, current address, email address, contact number(s).
5. The notice of cancellation must include a bank confirmation letter (not older than three (3) months, confirming the student's bank account particulars for any possible refund.
6. Upon receipt of the written notice of cancellation PCD College will acknowledge receipt of such notice of cancellation in writing within 48 hours of receipt of the notice of cancellation. If no such acknowledgement or receipt is received by you it means that PCD College did not receive your notice

of cancellation or the notice of cancellation does not comply with the requirements set out in paragraphs 1 to 5 above and is accordingly defective.

7. Thereafter and within 7 (seven) days from date of transmission of the acknowledgement of receipt of the notice of cancellation, PCD College shall provide you with a statement of account which will reflect all amounts due up to and including the last day of the cancellation period, as well as any credit to be granted due to the cancellation, which credit is calculated by taking into account the following factors (which is not an exhaustive list):
 - 7.1 The nature of the goods or services which were to be provided by the institution.
 - 7.2 The period of notice given by the student.
 - 7.3 Whether the institution, acting diligently, would be able to find an alternative student within the time that notice of cancellation is given.
 - 7.4 Any general practice or industry norms.
 - 7.5 Any expenses already incurred by PCD College in respect of the student.
 - 7.6 Any damages suffered by PCD College as a result of such cancellation.
 - 7.7 Any other factors that may be relevant at the time of cancellation.
8. To avoid any uncertainty, it is confirmed that the course fee is for the qualification and not calculated with reference to time spent at the college.
9. Kindly refer to the attached breakdown of college fees.
10. You are reminded that the Basic and Advanced fees for Electricians, and the Solar fees for plumbers, are divided over the first two years and payable irrespective of when the agreement is cancelled and constitutes a non-refundable fee.
11. If you accept and agree with the statement of account (as described in paragraph 7 above) you must, in writing (sent to the email address provided above) acknowledge receipt of the statement of account and confirm your acceptance thereof. Upon receipt of the confirmation of acceptance any credit available to you shall be paid into your bank account within 7 (seven) days from receipt of such notice of acceptance.
12. Should you dispute the statement of account you must, in writing (sent to the email address provided above), set out clearly what amounts on the statement you dispute and your reasons for disputing it. Upon receipt of your notice of dispute PCD College shall investigate your concerns and respond in writing within 7 (seven) days from receipt of your notice of dispute whether or not your disputes have been accepted or rejected. Any credit held in your favour will be paid into your bank account within 7 (seven) days from transmission of such dispute outcome report.
13. Should you still be dissatisfied with the outcome you should obtain independent legal advice.
- 14. YOU ARE HEREBY NOTIFIED THAT, SHOULD YOU FAIL TO ACT IN TERMS OF THIS POLICY OR FAIL TO RESPOND AS AFORESAID FOR A PERIOD OF MORE THAN 30 (THIRTY) DAYS, YOU WILL FORFEIT ANY CREDIT HELD ON YOUR BEHALF.**

Initial: _____

This done and signed at _____ on this the _____ day of _____ 20____.

STUDENT'S signature: _____

PERSON RESPONSIBLE TO PAY'S signature: _____

1. Witness: _____

Name: _____

Address: _____

I.D. nr: _____

2. Witness: _____

Name: _____

Address: _____

I.D. nr: _____