

TERMS & CONDITIONS

1. COURSE REGISTRATION

- 1.1. This Registration Form serves as a binding contract between all parties (EMENDY PTY (Ltd) / Student / Payee(s) / Financial Institution) involved in the courses registered as indicated in this document for the duration of the course or as stipulated in any additional accompanying document signed by all parties as agreed and fill all financial obligations towards EMENDY are settled.
- 1.2. EMENDY Multimedia Technology Institute reserves the right of admission based on a first-come-first-served principle and will not reserve any seat in a course intake without a complete registration;
- 1.3. An applicant may be denied registration if he/she does not meet the criteria of the course entry requirements;
- 1.4. An applicant may be denied registration if the details provided by the person responsible for the payment of the course indicate the inability to fulfill the financial requirements of the course / not showing evidence of sufficient income / inability to sustain a timeous payment towards the student's course payments.
- 1.5. Foreign students need to provide a valid study permit received from their Embassy of origin at registration.
- 1.6. A course registration will be deemed complete once all required documents and payments have been received according to the course registration requirements.

2. COURSE PAYMENTS

- 2.1. A non-refundable course registration fee is payable at registration.
- 2.2. A re-registration fee is payable each year for courses longer than one year.
- 2.3. A R500 penalty fee will be levied on any late registrations.
- 2.4. EMENDY Multimedia Technology Institute does not provide funding to students in the form of bursaries or loans.
- 2.5. The person(s) or institution responsible for paying the course tuition and other fees related to this course registration will be identified as the **payee** and will be kept liable for all financial obligations owed to EMENDY during and after the duration of the course.
- 2.6. The payee of a course will take full responsibility on behalf of the student and will be kept liable for all financial obligations to EMENDY in his/her own capacity.
- 2.7. All Monthly payment option installments are done by **Debit Order** that will either be loaded by EMENDY from a completed debit order form **or** as instructed by the payee with his/her financial institution (bank). No monthly cash payments or manual bank transfers are allowed.
- 2.8. Administrative charges will be levied on any failed debit order caused by the payee that needs to be reloaded.
- 2.9. A discounted once-off course payment is offered to students that must be settled before the starting date of the course. Any late payments (including once-off payments) later than the starting date of the course will be calculated on the standard course fee.
- 2.10. Should a student or payee apply for a study loan at a financial institution or bank before the starting date of a course, they need to notify and provide EMENDY with the details of the loan application. Any student loans not approved before or during the course might result in the student being put on a waiting list for the next course intake.
- 2.11. EMENDY reserves the right to withhold any course marks or results and deny access to facility bookings by the student in the case of outstanding or unpaid course fees.
- 2.12. For any refunds – the beneficiary's account details needs to be provided on a stamped letter from the bank.

3. COURSE CANCELLATION

- 3.1. Course cancellations need to be done in writing and addressed to the EMENDY's Course Registrar. Failure to give formal notice of a course cancellation will result in the student still being registered for the remainder of the course and the payee will be kept liable for all financial obligations owed to EMENDY during for the remainder of the course.
- 3.2. Course cancellation will take effect one month after receiving the course cancellation notification letter.
- 3.3. A cancellation fee will be calculated and charged on the standard course cost (non-discounted price) based on the date of cancellation on or after the starting date of the course.
- 3.4. Course cancellation fees are charged as follows:

Time of Cancellation	Cancellation Fee
On the day of course starting date:	10% of total standard course total (or per year)
1 - 7 (one to seven) days after the course starting date	15% of remainder of the standard course cost (or per year)
14 (fourteen) days and more after the course starting date	60% of remainder of the standard course cost (or per year)
- 3.5. A refund will be made to the payee as calculated on the cancellation fee structure within 15 days after receiving the course cancellation notification.

4. RULES & REGULATIONS

- 4.1. Students will only be allowed in class with their student cards. If a student card is lost, a new student card will be issued at an additional cost stipulated at the beginning of the course.
- 4.2. Only enrolled students are allowed to use the Institution's facilities.
- 4.3. Students are not allowed to lend out personal student cards to non-students.
- 4.4. The use of all campus facilities is at your own risk, and EMENDY PTY (Ltd) will not be responsible for the direct or indirect injury of students and their visitors, or the damage or loss of student property while on Campus.
- 4.5. Students will take full responsibility for the loss and/or damage of any computer component, musical instrument or other equipment and resource; and will be held liable for the payment of the total amount for the replacement of such goods. This applies if the student is found guilty of losing/damaging the item on purpose or by the direct or indirect negligence on the student's part.
- 4.6. Students failing to return any item used from the Resource Centre (library) will either replace the item with the exact item, or pay for EMENDY PTY (Ltd) to replace the item. All replacement costs will be for the students' account.
- 4.7. EMENDY students have to keep to all rules and regulations as stipulated by the Institution, including class behavior, class attendance, assessments and examination regulations as set by EMENDY. All registered students will have to agree to, and sign a document accepting these rules before the commencement of studies.
- 4.8. No plagiarism is allowed – this applies to all written work, research assignments and all practical music production projects.
- 4.9. Students are not allowed to submit any work for assessment purposes which is not 100% their own, unless a group-work task has been specified.
- 4.10. EMENDY PTY (Ltd) reserves the right of admission to the Institution's premises.

5. DECLARATION

I, the undersigned applicant do hereby:

- 5.1. declare and warrant that I am an adult and have full capacity to act, acknowledge that I understand the provisions of the declarations of indemnity above and hold myself bound thereby, and by all other provisions of this registration and by the Rules and procedures of EMENDY PTY (Ltd) for the time being enforced or as they may be altered, for any period during which I am a registered student.
- 5.2. acknowledge that I have familiarized myself with this contract, the EMENDY PTY (Ltd) Information Letters, Rules and Procedures, and certify aspects.
- 5.3. acknowledge that I am aware that I have to satisfy the requirements of due performance as laid down by EMENDY PTY (Ltd) ;
- 5.4. undertake that I will not amend or cancel my registration in my own manner whatsoever without first informing EMENDY PTY (Ltd) in writing of such amendment or cancellation and acquiring EMENDY PTY (Ltd) written consent thereto;
- 5.5. hold myself responsible for the payment in full of all fees charged as and when they fall due for payment at EMENDY College;
- 5.6. agree that where tuition fees are payable to EMENDY PTY (Ltd) in installments the failure to pay any single installment without any prior arrangement may result in the discontinuation of all student rights to use the facilities or receive any student discounts at the music technology shop;
- 5.7. agree that EMENDY PTY (Ltd) shall be entitled to recover from me all legal costs incurred by EMENDY PTY (Ltd) with interest in order to enforce its rights under this contract, including, but not by way of limitation, attorney and own client fees, collection charges and all tracing charges;
- 5.8. agree that the personal information hereby provided will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties as well as to inform me of additional goods and/or services that could be of value to me.
- 5.9. I acknowledge that I have the right to object to the processing of my personal information for marketing purposes and unless expressly stated otherwise hereby consent to my personal information being used by EMENDY PTY (Ltd) for the above-mentioned purposes.

I have read and understand this course registration agreement and I acknowledge having receipt an exact copy this agreement.

I acknowledge that no verbal statements have been made contrary to what is contained in this course registration agreement.

I fully understand my rights and duties and agree to abide by them.

I UNDERSTAND THAT TUITION CHARGES ARE FOR THE RIGHT TO ATTEND CLASSES IN WHICH I AM ENROLLED AND ARE IN NO WAY CONTINGENT UPON MY SATISFACTORY PROGRESS, PERSONAL SATISFACTION, OR PLACEMENT UPON GRADUATION.

I FURTHER AGREE TO ABIDE BY ALL RULES OF EMENDY PTY (Ltd).

Signed at _____ on this _____ day of _____ / _____

Signature Student

Signature Payee

Signature EMENDY Registrar

Initial Student

Initial Payee