

COLLEGE SA REGISTRATION TERMS AND CONDITIONS OF REGISTRATION

1. PREAMBLE

- 1.1. The Student's relationship with Optimi College (Pty) Ltd T/A College SA ("**College SA**") is subject to the Terms and Conditions set out in this document.
- 1.2. These Terms and Conditions, the registration form and/or the debit order authorisation form / telephone mandate (where applicable), and the Policies and Procedures (where applicable) may be amended, updated, and/or modified in the sole discretion of College SA, whether in whole or in part, at any time. The Student will be notified of any such amendments, and the Student's continued engagement with College SA and participation in the Programme(s) and Programme(s) Activities subsequent to such notification shall constitute the Student's acceptance of such amendments.
- 1.3. If you are under the age of 18 (eighteen) years and/or are not the person responsible for the payment of the Fees, your parent or guardian and/or the person responsible for payment of the Fees (where applicable) must confirm acceptance of these Terms and Conditions set out in this document, and complete the registration form and/or the debit order authorisation form / telephone mandate (where applicable).
- 1.4. The Agreement supersedes and replaces any and all previous communications, whether electronic, verbal, and/or written, between the Student and College SA.
- 1.5. **Certain clauses and provisions of this document appear in bold type and the Student's attention is drawn specifically to these clauses and provisions. If anything contained in these clauses and provisions, and/or the Agreement in general, is unclear to the Student, the Student is invited to contact College SA for an explanation. By entering into the Agreement, the Student confirms specifically that they have read, understood, and agree to these clauses and provisions.**

2. INTERPRETATION

- 2.1. In the Agreement, the following words and expressions bear the meanings assigned to them and similar expressions bear corresponding meanings as follows:
 - 2.1.1. "**Agreement**" means these Terms and Conditions set out in this document, the registration form, the debit order authorisation form / telephone mandate (where applicable), and/or the Policies and Procedures (where applicable);
 - 2.1.2. "**College SA**" means Optimi College Proprietary Limited. Reg no: 2007/017012/07, a limited liability private company duly incorporated in accordance with the company laws of South Africa, and provisionally registered with the Department of Higher Education and Training as a private further education and training provider, Registration Number: 2009/FE07/099;
 - 2.1.3. "**Commencement Date**" means the date of the Student's activation of enrolment with College SA;
 - 2.1.4. "**Electronic Contact Details**" means the electronic mail address nominated by the Student, the Student's mobile phone number, and any amendment thereto from time to time;

- 2.1.5. “**Fees**” means any and all costs associated with the Programme(s) Activities, including but not limited to registration fees, tuition fees, the Study Material, and/or third party courier costs for additional and/or replacement material, and which may be amended in the sole discretion of College SA from time to time;
- 2.1.6. “**Guarantor**” means the person responsible for the payment of the Fees;
- 2.1.7. “**Nominated Physical Address**” means the physical address nominated by the Student, and any amendment thereto from time to time;
- 2.1.8. “**Personal Information**” means “personal information” as defined in section 1 of the Protection of Personal Information Act, No 4 of 2013, and any amendments thereto from time to time, and means in particular:
- 2.1.8.1. the Electronic Contact Details;
 - 2.1.8.2. the Nominated Physical Address; and
 - 2.1.8.3. the personal opinions, views and/or preferences of the Student;
- 2.1.9. “**Policies and Procedures**” means all policies and procedures which govern the Programme(s) Activities, the operation and execution of the Agreement, and the relationship between the Student and College SA, which may be accessed at <https://www.CollegeSA.edu.za/our-policies>, and to which the Student becomes bound in terms of the Agreement;
- 2.1.10. “**Prime Rate**” means the rate of interest (nominal annual compounded monthly in arrears) from time to time published by Investec Specialist Bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the Prime Rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Student and College SA);
- 2.1.11. “**Programme(s)**” means the programme(s), course(s), module(s) and/or subject(s) offered by College SA and selected by the Student for study;
- 2.1.12. “**Programme(s) Activities**” means any and all activities associated with the Programme(s), including but not limited to:
- 2.1.12.1. the registration of the Student with College SA;
 - 2.1.12.2. the provision and delivery by College SA to the Student of all Study Material and other materials relevant and necessary to the Programme(s);
 - 2.1.12.3. the Student’s access to College SA’s products, including tuition support and classes, whether face-to-face, online or via distance learning methods, as the case may be;
 - 2.1.12.4. completion and submission of assignments by the Student; and
 - 2.1.12.5. the assessment of assignments and/or examinations in respect of such Programme(s) by College SA;
- 2.1.13. “**Student**” means the person undertaking the Programme(s) Activities in terms of the Agreement, and/or their parent / guardian, and/or Guarantor, as applicable;
- 2.1.14. “**Study Material**” means all material necessary to undertake the Programme(s) Activities;

2.1.15. **"Signature Date"** means the date on which the Student confirms acceptance of the Terms and Conditions set out in this document; and

2.1.16. **"Terms and Conditions"** means the terms and conditions set out in this document.

2.2. In the Agreement:

2.2.1. clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation; and

2.2.2. an expression which indicates:

2.2.2.1. a natural person includes a juristic person and vice versa;

2.2.2.2. a party to the Agreement includes a reference to that party's successors-in-title and assigns allowed at law; and

2.2.2.3. a reference to a consecutive series of two or more clauses is deemed to be inclusive of both the first and last mentioned clauses.

2.3. Any reference in the Agreement to:

2.3.1. "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time;

2.3.2. "days" shall be construed as calendar days unless qualified by the word "business", in which instance a "business day" will be any day other than a Saturday, Sunday, or public holiday as gazetted by the government of the Republic of South Africa from time to time;

2.3.3. "law/s" means all constitutions, statutes, regulations, by-laws, codes, ordinances, decrees, rules, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards, policies, guidelines, directives, compliance notices, agreements with, requirements of, or instructions by any governmental body, and the common law; and

2.3.4. "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality.

2.4. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be interpreted as limiting the meaning of the general wording preceding it.

2.5. A reference to any Act of Parliament shall be construed as a reference to that Act of Parliament as at the Signature Date and as amended or substituted from time to time.

2.6. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2.7. Except to the extent that any provision of the Agreement expressly provides otherwise, if the only day or the last day for the exercise of any right, performance of any obligation, or taking of any action in terms of any provision of the Agreement falls on a day which is not a business day, such shall be capable of being exercised, performed, or taken (as the case may be) on the immediately succeeding business day.

- 2.8. The rule that the Agreement shall be interpreted against the party responsible for the drafting of the Agreement shall not apply.
- 2.9. No provision of the Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person who is not a party to the Agreement.
- 2.10. The use of any expression in the Agreement referring to a process available under South African law shall, if any of the parties is subject to the law of any other jurisdiction, be construed as including any equivalent proceedings under the law of such other jurisdiction.
- 2.11. Any reference in the Agreement to "this Agreement" or any other agreement or document shall be interpreted as a reference to the Agreement or, as the case may be, such other agreement or document, as amended, varied, novated, or supplemented from time to time.
- 2.12. In the Agreement the word "clause" or "clauses" refers to clauses of the Agreement.

3. COMMENCEMENT OF PROGRAMME(S) ACTIVITIES

- 3.1. The Student wishes to undertake the Programme(s) Activities with College SA, for which the Student shall pay the Fees to College SA.
- 3.2. It is the responsibility of the Student to ensure the Student is registered with College SA for the correct Programme(s), subjects, modules, and/or qualifications as the case may be.
- 3.3. College SA does not warrant and/or guarantee the performance and/or success of the Student in undertaking the Programme(s) and the Programme(s) Activities.

4. ENTRANCE CRITERIA

- 4.1. **It is the Student's responsibility to ensure they meet the entrance criteria relevant to the Programme(s) prior to entering into the Agreement.**
- 4.2. **By entering into the Agreement, the Student warrants that they comply with the entrance criteria applicable to the Programme(s).**
- 4.3. The Student shall provide all information and documentation required by College SA in order to prove the Student's compliance with the entrance criteria to College SA as soon as possible after the Signature Date. **College SA is entitled to withhold the Programme(s) Activities, including the results of assignments, tests and/or examinations, academic reports, and/or confirmation of completion of the Programme(s) until such time as the required information and documentation is provided by the Student.**
- 4.4. By entering into the Agreement, the Student warrants that all information and documentation provided to College SA by the Student is accurate and correct.
- 4.5. From time to time and in its sole discretion, College SA may elect to review all information and documentation provided by the Student to College SA in order to assess the Student's compliance with the entrance criteria.
- 4.6. **In the event that College SA, in its sole discretion, determines that the Student does not comply with the entrance criteria at any time, College SA shall be entitled to terminate the Agreement with immediate effect and expel the Student. In such circumstances, the Student shall not be entitled to a refund of any Fees paid by the Student to College SA.**

5. POLICIES AND PROCEDURES

Upon commencement of the Agreement, the Student is bound to comply with the Policies and Procedures, which can be accessed at <https://www.CollegeSA.edu.za/our-policies>. Failure by the Student to comply with the Policies and Procedures may result in College SA instituting disciplinary proceedings against the Student and/or expelling the Student from College SA.

6. FEES

- 6.1. **The Fees are due, owing and payable by the Student on or before the last day of each month following the Commencement Date**, and shall be paid monthly by debit order in accordance with the debit order authorisation form / telephone mandate, until the total Fees for the Programme(s) are fully paid up.
- 6.2. **The Fees do not include amounts levied for institute membership, tests, examinations, and/or assessments for special needs, Recognition of Prior Learning (RPL) and/or Credit Accumulation and Transfer (CAT). The Student is liable for the payment of such amounts in addition to the Fees.**
- 6.3. **Notwithstanding anything contained in the Agreement and for the avoidance of all doubt, the Student is not entitled to withhold, delay, abate and/or set-off payment of the Fees due to College SA in terms of the Agreement for any reason whatsoever.**
- 6.4. **In the event that any of the debit orders are not honoured by the Student's bankers and/or payment is not received on or before the last day of the month in which the payment is due, owing and payable, then without prejudice to any other rights conferred on College SA in terms of the Agreement, or in terms of any other law, College SA may elect but is not obliged, in its sole discretion, to – :**
 - 6.4.1. **terminate or suspend the Programme(s) Activities until the Fees are up to date;**
 - 6.4.2. **withdraw any bursaries and/or reverse any discounts which may have been awarded to the Student in terms of clause 7;**
 - 6.4.3. **withhold from the Student the results of assignments, tests and/or examinations, academic reports, and/or confirmation of completion of the Programme(s) until the payment of the Fees has been brought up to date;**
 - 6.4.4. **levy interest on the overdue amounts at the Prime Rate compounded monthly in advance from the due date of payment up to and including the actual date of receipt of payment;**
 - 6.4.5. **act in accordance with sections 129 and 130 of the National Credit Act, No. 34 of 2005 and its Regulations (as amended); and/or**
 - 6.4.6. **act in accordance with Regulation 19(4) of the National Credit Act, No. 34 of 2005 and its Regulations (as amended) by supplying adverse information to credit bureaux within 20 (twenty) days of date of delivery of the notice required in terms of section 129 of the National Credit Act, No. 34 of 2005 and its Regulations (as amended). "Adverse information" includes:**
 - 6.4.6.1. **adverse classifications of consumer behaviour, which includes descriptions such as "delinquent", "default", "slow-paying", "absconded", and/or "not-contactable"; and**
 - 6.4.6.2. **adverse classifications of enforcement action, which include actions such as being handed over for collection or recovery, legal action and/or write-off.**

- 6.5. **The Student shall remain liable for the payment of any Fees due, owing and payable to College SA notwithstanding the termination or suspension of the Agreement. In addition, the Student shall be liable for any and all costs incurred by College SA in recovering any outstanding amounts due, owing and payable by the Student, which costs include, but are not limited to, collection commission and the costs of legal professionals on the attorney-and-client scale.**
- 6.6. A certificate of indebtedness signed by a manager or director of College SA, whose appointment or authority need not be proved, certifying the outstanding amount due, owing and payable by the Student, the due date of such payment, and any interest levied on such outstanding amounts, shall constitute prima facie proof of the contents of such certificate.

7. BURSARIES AND DISCOUNTS

- 7.1. Subject to the relevant Policies and Procedures, College SA may in its sole discretion confer a bursary on the Student and/or levy a discount on the Fees.
- 7.2. **A bursary and/or discount provided for in clause 7.1 above may be withdrawn or reversed in the sole discretion of College SA and/or in the following circumstances:**
- 7.2.1. **any Fees due, owing and payable by the Student to College SA are not paid on or before the due date;**
- 7.2.2. **the Agreement is terminated or suspended in accordance with clause 6.4.1; and/or**
- 7.2.3. **the Agreement is cancelled in accordance with clause 11.**
- 7.3. Bursaries and/or discounts are restricted to the Student to whom they were granted, are non-transferable, and may be applied only in respect of the Programme(s) for which they were granted.
- 7.4. Bursaries and/or discounts shall not be applicable if the Student elects to extend the Programme(s).

8. STUDY MATERIAL

- 8.1. Subject to the provisions of this clause 8, the costs associated with the Study Material are included in the Fees.
- 8.2. The Study Material shall be made available to the Student in batches in accordance with the requirements and structure of the Programme(s). The Student may elect to receive all the Study Material in one complete batch at the commencement of the Programme(s) upon completion and submission of the relevant request form to College SA and receipt by College SA of the full payment for the Study Material.
- 8.3. The first despatch of the Study Material shall be provided to the Student within ten (10) business days of the date of receipt of the Student's first payment to College SA.
- 8.4. The Student may elect to collect the Study Material from College SA's premises or request that the Study Material be delivered to the Nominated Physical Address in accordance with the provisions of clause 9 below.
- 8.5. In the event that there are significant amendments to the Study Material within 3 (three) months of receipt of the Study Material, College SA will provide the Student with the amended Study Material at no additional cost.
- 8.6. **If the Study Material is amended significantly after 3 (three) months from receipt of the Study Material by the Student, and should the Student wish to obtain such amended Study Material, the Student shall be liable for the cost of such Study Material. The amended Study Material shall be despatched to the Student, or made available for collection by the Student, upon receipt by College SA of the full payment due for that Study Material.**

- 8.7. **Should the Student require the replacement of any Study Material provided to the Student by College SA for any reason whatsoever (except in terms of clause 8.5 above), the Student shall be liable for all costs of replacing the Study Material, including any delivery costs applicable.**
- 8.8. Any College SA merchandise purchased by the Student may be collected from the premises of College SA or delivered to the Student in accordance with clause 9 below. **The Student shall be liable for any and all delivery costs in this regard.**

9. DELIVERY OF STUDY MATERIAL

- 9.1. In the event that the Student elects to have the Study Material delivered to the Nominated Physical Address, College SA will procure the services of a third party courier service to undertake such delivery.
- 9.2. **College SA does not give any warranty and/or guarantee in respect of the services provided by any third party courier service and will not be liable for any adverse consequences, loss, harm and/or damage incurred by the Student due to the conduct, use, and/or actions of a third party courier service. The Student is entitled to enter into an independent agreement with a third party courier service of the Student's choice and at the Student's own cost in order to collect the Study Material.**
- 9.3. **The Student acknowledges and agrees that it is the Student's responsibility to ensure that:**
- 9.3.1. **the Nominated Physical Address is correct at all times, including on every occasion that Study Material is despatched to the Student by College SA;**
- 9.3.2. **College SA is informed immediately should there be any amendment to the Nominated Physical Address; and**
- 9.3.3. **the Student, or the Student's duly authorised representative, is available to accept delivery of the Study Material on the date and time communicated to the Student by College SA and/or the third party courier service.**
- 9.4. **The Student indemnifies College SA against any adverse consequences, loss, harm and/or damage incurred by the Student due to the Student's non-compliance with clause 9.3 above.**
- 9.5. **In the event that the Student, or the Student's duly authorised representative, does not accept the Study Material on the date and time communicated to the Student by College SA and/or the third party courier service, the Study Material shall be returned to College SA by the third party courier service. Should the Student require that such Study Material be despatched again, the Student shall:**
- 9.5.1. **deliver a written request to College SA to despatch the Study Material, which written request shall include the Nominated Physical Address and contact details of the Student and/or the Student's duly authorised representative; and**
- 9.5.2. **make payment of the costs levied for delivery by the third party courier service. The Student agrees that College SA shall not despatch the Study Material until and unless the costs levied by the third party courier service are paid in full by the Student, and proof of payment has been provided to College SA by the Student.**

10. ELECTRONIC COMMUNICATION

- 10.1. By entering into the Agreement, the Student understands and agrees that College SA shall communicate with the Student via electronic communication, and any agreements, notices, disclosures, and other communications sent via electronic communication by College SA satisfy any legal requirements, including but not limited to the requirement that such communication should be "in writing".
- 10.2. The Student confirms that the Electronic Contact Details are correct and undertakes to notify College SA immediately should there be any amendment to the Electronic Contact Details. **College SA shall not be liable for any adverse consequences, loss, harm and/or damage incurred by the Student due to the Student's failure to ensure that the Electronic Contact Details are correct and accurate at all times.**

11. CANCELLATIONS AND REFUNDS

- 11.1. **In the event of cancellation or discontinuation of the Programme(s) by College SA, the Student shall not be entitled to a refund in respect of that portion of the Programme(s) consumed by the Student as at the date of cancellation or discontinuation of the Programme(s).**
- 11.2. Any cancellation of the Programme(s) Activities and/or termination of the Agreement by College SA or the Student is subject to College SA's Cancellation Policy, which may be accessed at <https://www.CollegeSA.edu.za/our-policies>.
- 11.3. **The Student is entitled to cancel the Programme(s) Activities and/or terminate the Agreement within 10 (ten) business days of the Commencement Date, in which case the Fees paid by the Student to College SA prior to cancellation and/or termination shall be refunded subject to the following:**
- 11.3.1. **any Study Material provided to the Student prior to cancellation and/or termination in terms of this clause 11.3 is returned to College SA in the original unopened packaging within 10 (ten) business days of notification of cancellation and/or termination by the Student;**
- 11.3.2. **in the event that any Study Material returned to College SA within 10 (ten) business days of notification of cancellation and/or termination by the Student is not in the original condition and/or unopened packaging, College SA shall deduct from the Fees paid by the Student any amount reasonable and necessary to replace, restore and/or repackage the Study Material into a re-saleable condition; or**
- 11.3.3. **in the event that the Study Material is not returned within 10 (ten) business days of notification of cancellation and/or termination by the Student, College SA shall deduct from the Fees paid by the Student any amount reasonable and necessary to replace the Study Material.**
- 11.4. Upon the expiry of the 10 (ten) day period referred to in clauses 11.3.1 to 11.3.3, College SA shall prepare a statement of account setting out the Fees paid by the Student, the amounts deducted for replacement, restoration, and/or repackaging of the Study Material as the case may be and if applicable, and the final amount to be refunded to the Student.
- 11.5. **Any bursaries and/or discounts granted to the Student by College SA in terms of clause 7 shall not be included in any amount refunded to the Student as a result of cancellation and/or termination in accordance with the Cancellation Policy.**
- 11.6. **The Student shall not be entitled to a refund of the Fees, in whole or in part, should the Student fail to complete the Programme(s) Activities within the time provided by the Programme(s), or should the Student fail to attain the results required in order to complete and obtain the qualification in respect of the Programme(s).**

12. PERSONAL INFORMATION

- 12.1. In order to provide and deliver effectively the Programme(s) Activities to the Student, College SA will collect and retain the Personal Information.
- 12.2. The Personal Information shall not be disclosed to third parties without the Student's prior written consent, other than as provided for in the Agreement, where College SA is required to disclose the Personal Information by operation of law, and/or as provided for in terms of the Protection of Personal Information Act, No 4 of 2003 (as amended).
- 12.3. **By entering into the Agreement, the Student consents to the following:**
- 12.3.1. **College SA shall collect and retain the Personal Information, and/or share the Personal Information with its third party service providers, for the purpose of providing and delivering the Programme(s) Activities to the Student;**
 - 12.3.2. **College SA shall communicate with the Student via electronic communication as provided for in clause 10. Communications from College SA may include, but are not limited to, academic and financial information, marketing material, and information regarding campus activities; and**
 - 12.3.3. **College SA may use the Personal Information for historical, statistical and/or research purposes.**
- 12.4. **The disclosure of the Personal Information by the Student to College SA is voluntary and the Student is entitled to withdraw the consent provided in terms of clause 12.3 at any time. In the event that the Student elects not to disclose the Personal Information to College SA and/or withdraw the consent provided in terms of clause 12.3, the Student acknowledges and agrees that such refusal and/or withdrawal of consent may significantly hinder the ability of College SA to provide and deliver effectively the Programme(s) Activities, and accordingly the Student indemnifies College SA against any adverse consequences, loss, harm and/or damage the Student may incur as a result.**
- 12.5. **It is the Student's responsibility to ensure that the Personal Information is correct, accurate and up to date at all times and College SA shall not be liable for any adverse consequences, loss, harm and/or damage the Student may incur due to the Student's failure to fulfil this responsibility.** The Student is entitled to review the Personal Information retained by College SA.
- 12.6. College SA shall take all steps necessary and required by law to ensure that the Personal Information is secure and used for the purposes described in clause 12.3 only.
- 12.7. **By entering into the Agreement, the Student undertakes to keep secure and confidential, and shall not divulge to any other person, the Student's username(s) and/or password(s) utilised to access College SA's online materials and products. If the Student's username(s) and/or password(s) are misplaced or stolen, or the Student has any reason to believe that the Student's username(s) and/or password(s) are not secure and confidential, the Student shall advise College SA in writing immediately upon the Student becoming aware that the Student's username(s) and/or password(s) are misplaced, stolen, and/or may no longer be secure and confidential, failing which the Student indemnifies College SA against any adverse consequences, harm, loss and/or damage which the Student may incur as a result.**

13. LIMITATION OF LIABILITY

- 13.1. College SA, its shareholders, directors, employees, agents, and/or third party service providers shall not be deemed to be in breach of the Agreement and/or liable to the Student (as the case may be) for any adverse consequences, loss, harm, and/or damage, including special or general damages, any consequential loss, or other claims arising out of or in connection with the Agreement, whether caused by breach of the Agreement and/or due to the fault of College SA, its shareholders, directors, employees and/or third party service providers in general, and in particular:
- 13.1.1. by reason of any delay in the performance of, or failure to perform, College SA's obligations in terms of the Agreement, if the delay or failure to perform is due to any cause beyond the reasonable control of College SA;
 - 13.1.2. due to the fault of the Student, including the Student's failure to provide and keep up to date any information and/or documents supplied by the Student to College SA in connection with the provision and delivery of the Programme(s) Activities and the execution of the Agreement;
 - 13.1.3. due to the Student's failure to perform their obligations under or in terms of the Agreement; and/or
 - 13.1.4. due to any inaccuracy, error, and/or delay in:
 - 13.1.4.1. data, information, and/or other electronic communication; and
 - 13.1.4.2. the transmission of any data, information and/or other electronic communication.

14. BREACH

- 14.1. In the event of either of the parties ("Defaulting Party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) business days after receipt of a written notice from the other party ("Aggrieved Party") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Agreement or to cancel this Agreement forthwith and without further notice, and in either case to claim and recover damages from the Defaulting Party.
- 14.2. The parties' remedies set out in terms of this clause 14 will not be exhaustive and will be in addition and without prejudice to any other remedies they may have in law, whether for damages or otherwise.
- 14.3. This clause 14 shall remain in effect even if the Agreement terminates or is cancelled.

15. NOTICES AND DOMICILIA

15.1. College SA and the Student select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required in terms of the Agreement, the said physical addresses as well as the following email addresses:

Party	Physical Address	Telefax and Email
CollegeSA	1st Floor Building 1 Tygervalley Office Park Corner Willie Van Schoor & Old Oak Road Tygervalley Bellville Western Cape Province South Africa	support@collegesa.co.za

**Marked for the attention of:
[insert name]**

Party	Physical Address	Telefax and Email
Student	Nominated Physical Address Marked for the attention of: The Student	Electronic Contact Details

provided that either party may change its domicilium or its address for the purposes of notices to any other physical address, and/or email address by written notice to the other party to that effect. Such change of address will be effective 5 (five) days after receipt of the notice of the change.

15.2. All notices to be given in terms of the Agreement will be given in writing and will:

15.2.1. be delivered by hand or sent by email;

15.2.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

15.2.3. if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

15.3. Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 15.

16. GENERAL PROVISIONS

- 16.1. The Agreement supersedes and replaces any and all previous communications, whether electronic, verbal, and/or written between the Student and College SA.
- 16.2. **The terms of the Agreement may be amended, updated, and/or modified in the sole discretion of College SA, whether in whole or in part, at any time. The Student will be notified of any such amendments and the Student's continued engagement with College SA, and participation in the Programme(s) Activities, subsequent to such notification shall constitute the Student's acceptance of such amendments.**
- 16.3. **These Terms and Conditions, the registration form, the debit order authorisation form / telephone mandate, the Policies and Procedures (where applicable), and all other documents referred to in the aforementioned documents constitute the entire Agreement between the Student and College SA, and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.**
- 16.4. No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or vary from the rights of such party in any respect of or under the Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of the Agreement.
- 16.5. All provisions and the various clauses of the Agreement are severable from each other. Any provision or clause of the Agreement which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, unlawfulness, or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as if it were not incorporated in the Agreement, and the remaining provisions and clauses of the Agreement shall remain of full force and effect. College SA and the Student declare that it is their intention that the Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution.
- 16.6. The cancellation or termination of the Agreement shall not affect those provisions of the Agreement which expressly provide that they will operate after any such cancellation or termination, or which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 16.7. The Agreement will be governed by and construed under the laws of the Republic of South Africa. College SA and the Student consent and submit to the non-exclusive jurisdiction of the Western Cape Division of the High Court of South Africa, Cape Town in any dispute arising from or in connection with the Agreement.
- 16.8. Neither the Agreement nor any part, rights and/or obligations thereof may be ceded, delegated or assigned by any party without the prior written consent of the other party.