1. Definitions

Some of the words in this agreement are printed in italic type in order to indicate that they have a special meaning for the purpose of this agreement.

1.1 ‘Agreement’ means the registration form and these terms and conditions;

1.2 ‘DCC’ means Damelin Correspondence College (Pty) Ltd. as registered in the registration form, including but not limited to, operating staff, agents and representatives;

1.3 ‘Eligible student’ means a student who meets the criteria to be eligible to study at your college, including but not limited to, study and admission criteria;

1.4 ‘Financial device’ includes any debit order, direct deposit, credit card or cash payment;

1.5 ‘Financial institution’ means any financial institution as defined in the National Credit Act (Act 51 of 2005); and

1.6 ‘We’, ‘us’, and ‘our’ refer to Damelin Correspondence College;

1.7 ‘You’ and ‘your’ refer to the student whose particulars appear on the registration form.

2. Our services to you

2.1 We will supply course material to you in parts as you are submitted to us for correction;

2.2 Regarding Examination Courses (other than Computer Studies) we guarantee to update material for two consecutive exams either from the study material issued, data available within the contract period or

3. Your responsibilities

3.1 General

3.1.1 You must pay postage on everything sent by us to you;

3.1.2 You must pay for the replacement of study material supplied to you by us;

3.1.3 Study material supplied to you may not be passed on or accessed given to any other person;

3.1.4 If necessary, an extension can be granted, provided that you are notified promptly when you are prevented from studying through illness or reasons beyond your control.

3.2 On enrolment with Damelin Correspondence College, you will receive a Damelin Correspondence College e-mail address within 30 days of enrolment. Please ensure that you check your e-mail address as soon as possible, and that you regularly check this e-mail address for communication from us.

3.3 Payment of your fees

3.3.1 If you are over 21 and will be paying the fees yourself, then you hereby

3.3.2 If you are under 21, then your parent, custodian or guardian:

4. Your terms of acceptance

4.1 You undertake to notify us of any material changes to your contact details, including but not limited to your address, working time and telephone numbers, within 7 (seven) days of such change.

5. Your rights to debt review

5.1 The National Credit Act (section 86(1)), you may apply to a debt counsellor in the prescribed manner and form in order to have your declared outstanding debt reviewed.

6. Your rights to settle debts

6.1 You are entitled to settle your debts at any time with or without advance notice to us.

6.2 The amount required to settle a debt is the total of the unpaid balance of the debt and all interest, administration and collection costs.

6.3 At your request, we must deliver you a statement of the amount required to settle your debt, or of a date specified in the agreement.

7. Limitation of our liability

7.1 You shall be liable for any losses, damages or claims for which we are not liable according to the terms of this agreement.

8.2 The amount required to settle a debt is the total of the unpaid balance of the debt and all interest, administration and collection costs.

8.3.1 The price payable shall be calculated on the basis of the mark achieved by you at the examination, including but not limited to:

8.3.2 We are entitled to demand payment of all fees due, plus any interest and charges and any other fees payable in respect of your debt.

8.4 We do not accept responsibility for your eligibility or entry for public examinations.

9. Effect of agreement

9.1 This agreement constitutes the whole of the understanding between us, and no statements, representations, warranties, or advertising will take effect unless written and signed and published by us.

9.2 This agreement supersedes any previous discussion or verbal agreement into this that applies to both the student and the person responsible for payment.

9.3 You consent to the jurisdiction of any Magistrate’s Court having jurisdiction, regarding any legal matter arising out of or in connection with this agreement, and you hereby irrevocably appoint the high court of the Republic of South Africa in which the location is to be settled, or the high court of the court of the jurisdiction in which the location is to be settled, as our personal and irrevocable agent for service of any process in connection with such legal matter, and hereby irrevocably confer authority upon such court of the jurisdiction in which the location is to be settled for the service thereof.

9.4 You consent to the jurisdiction of any Magistrate’s Court having jurisdiction, regarding any legal matter arising out of or in connection with this agreement, and you hereby irrevocably appoint the high court of the Republic of South Africa in which the location is to be settled, or the high court of the court of the jurisdiction in which the location is to be settled, as our personal and irrevocable agent for service of any process in connection with such legal matter, and hereby irrevocably confer authority upon such court of the jurisdiction in which the location is to be settled for the service thereof.

9.5 You consent to the jurisdiction of any Magistrate’s Court having jurisdiction, regarding any legal matter arising out of or in connection with this agreement, and you hereby irrevocably appoint the high court of the Republic of South Africa in which the location is to be settled, or the high court of the court of the jurisdiction in which the location is to be settled, as our personal and irrevocable agent for service of any process in connection with such legal matter, and hereby irrevocably confer authority upon such court of the jurisdiction in which the location is to be settled for the service thereof.

9.6 You consent to the jurisdiction of any Magistrate’s Court having jurisdiction, regarding any legal matter arising out of or in connection with this agreement, and you hereby irrevocably appoint the high court of the Republic of South Africa in which the location is to be settled, or the high court of the court of the jurisdiction in which the location is to be settled, as our personal and irrevocable agent for service of any process in connection with such legal matter, and hereby irrevocably confer authority upon such court of the jurisdiction in which the location is to be settled for the service thereof.
### CATEGORY 3: What Are Your Contact Details?

**Your contact numbers (1 land line is compulsory)**

- **Work:** [Code] [Number]
- **Fax:** [Code] [Number]
- **Cell:** [Code] [Number]

**E-mail Address:**

(please refer to 3.15 under Terms and Conditions)

**Postal Address for all correspondence posted to you (including study material)**

- **City:**
- **Postal Code:**
- **Country:**
- **Suburb:**

**Country:**

- **SA Yes No**
- **If not SA please specify**

**Residential/Physical address (for deliveries via courier - compulsory)**

- **City:**
- **Postal Code:**
- **Country:**
- **Suburb:**

**Postal Address for all correspondence posted to you**

- **City:**
- **Postal Code:**
- **Country:**
- **Suburb:**

**Physical Address:**

- **City:**
- **Postal Code:**
- **Country:**
- **Suburb:**

**E-mail Address:**

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### CATEGORY 4: Account Payment Details

**Payment Plan**

- **Payment in Full**
- *** Easy Payment Plan**

**Course fee** ........................................

**Deposit** ...........................................

**Monthly installment** ........................................

**Number of installments** ........................................

**Amount paid now** ........................................

**I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.**

**I/We acknowledge that I cannot hold Damelin Correspondence College responsible for non-payment of my account.**

**I understand that if the chosen payment date falls on a Sunday or public holiday the amount be deducted from my account on the preceding or following bank day.**

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### CATEGORY 5: Third Party Details (Individual / Business)

**IF THE THIRD PARTY IS A BUSINESS**

**Business Name:**

**Business Registration No.:**

**Business Address:**

**Physical Address:**

**Postal Address:**

**City:**

**Postal Code:**

**Contact Person:**

- **Mr**
- **Mrs**
- **Miss**
- **Ms**
- **Other**

**Contact Numbers**

- **Work:** [Code] [Number]
- **Fax:** [Code] [Number]
- **Cell:** [Code] [Number]

**I/We acknowledge that I am employed by**

**I/We acknowledge that if I am employed by a third party, the third party is responsible for the continuance of such payments until the account is paid in full.**

**I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions has been issued by me/us personally.**

**I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instructions has been issued by me/us personally.**

**IF THE THIRD PARTY IS AN INDIVIDUAL**

**Mr**

**Mrs**

**Miss**

**Ms**

**Other**

**Initials**

**Surname**

**ID Number/Passport**

(please attach a copy of your ID Document/Passport)

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### CATEGORY 6: Employment History

**Are you:**

- **Employed full time**
- **Employed part-time**
- **Contract**
- **Unemployed**

**I am employed by**

**Employee / Commission Number:**

**Company Street Address:**

**City:**

**Postal Code:**

**Country:**

- **SA Yes No**
- **If not SA please specify**

**Job title:**

**Years in current job**

- **Less than 1**
- **1 to 3**
- **More than 3**

**State net monthly salary after deductions:**

- **Less than R1000**
- **R1000 - R1999**
- **R2000 - R3999**
- **R4000 or more**

**This can be confirmed by:**

- **Mr**
- **Mrs**
- **Miss**
- **Ms**
- **Other**

**Surname:**

**I/We acknowledge that if I am self-employed, provide 3-months’ bank statements**

**Name and address of spouse/employer:**

**Tel number of employer:**

- **Code**
- **Number**
- **Number of Years at company:**

**Spouse’s gross monthly income:**

- **Less than R1000**
- **R1000 - R1999**
- **R2000 - R3999**
- **R4000 or more**

**Referral**

**Should you have someone to recommend who is interested in studying, please fill in their details below.**

**Name:**

**Surname:**

**Contact number:**

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**NOTE:** The NADDO and/or EFT User may add or delete (as in your risk) from the above minimum requirements.