

**Exercise Teachers Academy (Pty) Ltd Registration No. 2005/021935/07**

**CONDITIONS OF REGISTRATION eta LEARNING PROGRAMME**

*These Conditions of Registration ("Conditions") apply as between the applicant ("Student") registering for their chosen course and Exercise Teachers Academy (Pty) Ltd ("eta"). These Conditions must be read with the Guidelines to Completing the eta Registration Form ("Guidelines") to which these Conditions are attached.*

**1. FEES PAYABLE:**

- 1.1 The fees payable to eta in respect of the study of the courses comprise the following:
- 1.1.1 The non-refundable registration fee, payable immediately on submission of the application form annexed hereto;
- 1.1.2 The non-refundable learning resource pack fee, payable before the first day of the orientation week, which date will be stated on the *Confirmation of Registration Letter* sent by the eta.
- 1.1.3 The course deposit, payable before the first day of the orientation week, which date will be stated on the *Confirmation of Registration Letter* sent by the eta.
- 1.1.4 Subject to clause 4 below, the full tuition fee in respect of the course chosen, is payable within thirty days of the course Commencement Date.
- 1.2 The fee mentioned in clause 1.1 *may not be transferred to another person or to another eta region*. For avoidance of any doubt, the Student must at all times ensure that they fill in the registration form specific to the region (namely: Bloemfontein, Cape Town, Johannesburg, Pretoria, Stellenbosch or Distance Learning or eta Special Projects) in which they intend to study and must use the correct bank account number for payment. Failure to do so will result in the Student being liable for the costs of transferring the money to the correct bank account.
- 1.3 The fees referred to in clause 1.1 do not include any external institute membership fees, university fees, supplementary assessment fees, stationery, transport costs, or any costs in respect of meals and/or refreshments.
- 1.4 It is specifically recorded that the registration of the Student for the chosen eta course is only confirmed once the fee referred to in clause 1.1.1 has been received by eta and all the relevant Signatories (that is, the Student and/or Parent/Guardian, where appropriate) have signed the registration form annexed hereto.

**2. eta's RIGHTS:**

- 2.1 In terms of these Conditions, eta reserves the right to:
- 2.1.1 combine classes of a similar academic level and content and to change the syllabus at any time should the requirements by accreditation or registration bodies so demand;
- 2.1.2 apply rules and performance requirements and the Student hereby agrees to be bound by such rules as may be amended by eta from time to time without notice to the Student;
- 2.1.3 exclude the Student from lectures and assessment, to withhold results or dismiss a Student for failure to comply with eta rules and Student code of conduct or a failure by the Student to meet the performance requirements.
- 2.1.4 withhold results and certification for failure by the Student or their sponsor to fulfil their course fee payment obligations;
- 2.2 It is recorded that a minimum of 15 (fifteen) registered Students is required for any course to be run by eta. In this regard, eta reserves the right to cancel the teaching of any course offered on the basis of insufficient demand therefore.

**3. STUDENT'S CURRICULAR OBLIGATIONS:**

- 3.1 Students have a period of 12 (twelve) months within which to complete a certificate qualification and have 24 (twenty four) months within which to complete a diploma qualification.
- 3.2 The Student's failure to attend lectures for whatever reason shall in no way entitle him/her to a refund of tuition fees. Furthermore, the right to attend lectures and take assessments is not transferable by the Student to another person.

### 4. COOLING-OFF PERIOD

- 4.1 Campus Students are granted a 7-day cooling-off period, reckoned from the Commencement Date, during which time they may inform eta in writing that they wish to cancel their enrolment. In such event, the tuition fees, less the deposit will be refunded to the Student.
- 4.2 Registration fees and resource pack fees are not refundable

### 5. NON-DELIVERY BY eta

In the event of the eta being unable to deliver learning at a venue operated by the eta or due to its (eta's) failure to meet its obligations to its students, the directors undertake to deliver the balance of any learning due to the Student (in good financial standing with the eta) through the medium of Distance Learning. The Student acknowledges that the provision of this alternative teaching by eta will fulfil all its obligations in terms of these Conditions.

### 6. VIS MAJOR:

- 6.1 For the purposes of this clause 4, a "vis major event" means an event or circumstance that, despite its reasonable effort, and without its fault or negligence, eta is unable to control and includes the following:
- 6.1.1 any act of God;
- 6.1.2 civil commotion, riot, invasion, war threat or preparation for war and other hostilities;
- 6.1.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
- 6.1.4 strikes, lock-outs and other industrial action;
- 6.1.5 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- 6.1.6 political interference with the normal operations of any party; and
- 6.1.7 embargo, restrictions or requirements or other acts by any government or other lawful authority.
- 6.2 In the event of a vis major event occurring, eta reserves the right to cease lectures and close the college temporarily. Whilst eta undertakes to make every effort to resume lectures as soon as possible, no warranties are made in this regard and no refund of tuition fees will be made.

### 7. ACKNOWLEDGEMENTS BY STUDENT:

The Student acknowledges that –

- 7.1 he or she may be exposed to risks to life, bodily injury, health, illness, damage to property or personal liability and, in the full knowledge of the risks, agrees to indemnify eta against all claims arising from any of the abovementioned or in the attendance at lectures or training in any workshop, laboratory or other place or any excursion, event or sporting activity with or without eta;
- 7.2 the course provided by eta is vocational in nature and as such includes lectures and fieldwork components. The fieldwork includes practical work experience at workplace sites prescribed by the eta from time to time. It is agreed that any such fieldwork is not paid employment but may result in offers of employment for the Student. The Student agrees to implement their fieldwork hours at times and venues stipulated by the eta – this could be evenings, early mornings, weekends, public holidays or during term holidays;
- 7.3 the information given in the registration form is accurate and correct in all respects; and
- 7.4 he or she has read and understood the Conditions and agrees to be bound thereby and by the Policies and Procedures of eta in force for the time being and for any period during which the Student is registered.

### 8. TRANSFERS BETWEEN eta REGIONS:

- 8.1 Transfer of a student from one eta campus to another or between an eta campus and distance learning is possible.
- 8.2 If the mode of study changes as a result of transfer and a higher course fee is due, the difference in course fee is paid to the region the student is moving to.
- 8.3 If, with the transfer, there is a change in the mode of study for example changing from full time to part time study and the new course fees are less, no refund of course fees is considered.

9. **INTELLECTUAL PROPERTY:**

All intellectual property rights in the course materials provided by eta to the Student shall remain eta or its licensors' property.

10. **CONFIDENTIALITY:**

Any information and materials relating to eta or its business disclosed to the Student by or on behalf of eta prior to or after the entering into by eta of any contract with the Student, shall be the confidential information of eta and shall not be used or disclosed by the Student to any third party.

11. **NOTICES AND DOMICILIUM:**

The Student nominates as its domicilium citandi et executandi the address reflected in the application form annexed hereto for service upon it of all notices and process in connection with any claim or any action arising between eta and the Student in terms of these Conditions.

12. **APPLICABLE LAW AND JURISDICTION:**

12.1 These Conditions, the annexes hereto and the registration forms will in all respects be governed by and construed under the laws of the Republic of South Africa.

12.2 The Student consents to the non-exclusive jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No.32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by eta exceeds the normal jurisdiction of the Magistrate's Court as to amount. The Company shall, in its discretion, be entitled to proceed against the Student in any other court of competent jurisdiction, notwithstanding the foregoing.

13. **SOLE AGREEMENT:**

The Student acknowledges that these Conditions, together with the annexes and registration forms hereto, constitutes the sole record of the agreement between the parties concerning the subject matter hereof, and supersedes and overrides all previous agreements between the parties, whether written or oral. The Signatories, by affixing their signatures hereto in the space provided below, also agree to be bound by these Conditions.

14. **WAIVER:**

No relaxation or indulgence granted to the Student by eta, at any time, shall be deemed to be a waiver of any of eta's rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the terms and conditions set out herein, or create any estoppel against eta. No waiver of these Conditions will be binding or effectual for any purpose unless in writing and signed by or on behalf of the party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given.

15. **VARIATION:**

No variation, addition, deletion, or agreed cancellation of these Conditions, the annexes or registration forms hereto, will be of any force or effect unless in writing and signed by or on behalf of the parties hereto.

16. **ASSIGNMENT:**

The Student shall not at any time cede or assign any of its rights or obligations under these Conditions without the prior written consent of eta.

17. **SEVERABILITY:**

If any of these Conditions shall be found to be invalid by any competent court, the remaining Conditions shall remain valid and enforceable.