



ENROLMENT AND TUITION AGREEMENT 2017

ENTERED INTO BY AND BETWEEN

**The South African School of Motion Picture Medium and
Live Performance (Pty) Ltd**
Registration Number: 1999/024588/07
(Registered with the Department of Higher Education and Training as a
Private Higher Education Institution
under the Higher Education Act, 1997
Registration Certificate Number: 2001/HE07/012)
("AFDA")

and

STUDENT NUMBER	
STUDENT NAME	

DATE OF REGISTRATION			CAMPUS OF CHOICE		
DD	MM	YY	JHB	CPT	DBN

HIGHER CERTIFICATE: FILM, TELEVISION AND ENTERTAINMENT PRODUCTION

AFDA reserves the right to make changes, withdraw information or course offers without prior notice. Where possible, AFDA will endeavour to notify all persons and/or organisations affected as a result.

IMPORTANT TO PLEASE NOTE BEFORE PROCEEDING:

1. YOU ARE REQUIRED TO COMPLETE ALL SECTIONS IN FULL, INCOMPLETE ENROLMENT FORMS WILL NOT BE ACCEPTED.
2. COMPLETE IN BLACK PEN ONLY
3. EACH PAGE MUST BE INITIALED BY ALL PARTIES TO THIS CONTRACT

ADMISSIONS CHECKLIST

ALL APPLICANTS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR ENROLMENT FORMS TO THE ENROLMENT OFFICE AT THEIR PREFERRED CAMPUS

REQUIREMENTS FOR ENTRY TO HIGHER CERTIFICATE: FILM, TELEVISION AND ENTERTAINMENT PRODUCTION

- **CERTIFIED** COPY OF NATIONAL SENIOR CERTIFICATE / GRADE 12 OR EQUIVALENT / HIGHEST ACADEMIC QUALIFICATION
- **CERTIFIED** COPY OF IDENTITY DOCUMENT (PASSPORT COPY IN THE CASE OF INTERNATIONAL STUDENTS)
- **FOREIGN STUDENTS:** A CLEARANCE CERTIFICATE AND/OR EQUIVALENT SENIOR CERTIFICATE FROM SAQA FOR NQF 4
- **TWO COPIES OF AN ID PHOTOGRAPH**
- A PROOF OF RESIDENCY FOR ACCOUNT PAYER/SURETYOR
- **CERTIFIED** COPY OF THE FEE PAYER'S IDENTITY DOCUMENT
- **INTERNATIONAL STUDENTS: VALID STUDY PERMIT & VALID MEDICAL AID**

Please inform AFDA immediately should you:

1. Decide not to pursue this application for admission any further (See Terms and Conditions for Refunds);
2. Change your address or contact details.

JOHANNESBURG

TEL: (011) 482 8345
FAX: (011) 482 8347

PO BOX 277
MELVILLE 2109

41 FROST AVE, AUCKLAND
PARK 2092

CAPE TOWN

TEL: (021) 448 7600
FAX: (021) 4487610

18 LOWER SCOTT RD,
OBSERVATORY 7925

DURBAN

TEL: (031) 569 2252
FAX: (031) 031 569 2317

PO BOX 22049,
GLENASHLEY 4022

2A HIGHDALE RD,
GLEN ANIL 4051

Please complete where applicable:

Employer:	
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Profession and position:	
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Religious affiliation (specify)	
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Do you make use of a wheelchair?	Yes	No
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Do you suffer from any of the following? (Supporting proof of your disability must be included with your application)						
Blindness	Deafness	Cerebral paralysis	Speech defect	Other (specify)		

If not South African, please provide the following (mark applicable block):

Study permit		Residence permit		Other (specify)	
Permit number				Permit expiry date	Y Y Y Y M M D D
Passport number				Passport expiry date	Y Y Y Y M M D D

Contact Details:

Preferred method of communication	Post	E-mail	Fax
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Home address:	
	Postal code

Postal address:	
	Postal code

Home no:	
Work no:	
Cell no:	
FAX no:	
e-mail addresses	

To whom should the account be sent?	Father	Mother	Guardian	Student personally
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To which address should the account be sent?	Home	Postal
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ACCOUNT PAYEE DETAILS (ALL FIELDS ARE COMPULSORY)

SURNAME:

FIRST NAME:

RELATIONSHIP TO APPLICANT:

IDENTITY NUMBER:

DATE OF BIRTH (DD/MM/YY) :

CELL NUMBER:

HOME TEL:

WORK TEL:

FAX NUMBER:

E-MAIL ADDRESS:

POSTAL ADDRESS:

POSTAL CODE:

PHYSICAL ADDRESS:

POSTAL CODE:

NATIONAL CREDIT ACT REQUIREMENTS: (PLEASE NOTE THAT THIS OPTION IS ONLY AVAILABLE TO SOUTH AFRICAN CITIZENS)

Should you be applying for an extended payment option, please refer to SECTION F and the Fee Structure. You will need:

1. A Certified copy of your ID.
2. Proof of Residence for FICA
3. 3 months bank statements
4. Your last pay slip
5. An Income and Expenses report will be available on www.afda.co.za for you to complete before enrolment.
6. Happy letter.

BIOGRAPHICAL PARTICULARS OF STUDENT'S FATHER/GUARDIAN/NEXT-OF- KIN:

Relationship to student	
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ID No.																				
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Surname		Initials	
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Birth date	Y	Y	Y	Y	M	M	D	D	Title	
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Nationality	South African	Other (please specify)	
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First names		Gender	M	F
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Marital Status	Single	Married	Other (specify)	
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Contact Details

Preferred method of communication	Post	E-mail	Fax
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Home address:	
	Postal code

Postal address:	
	Postal code

Home no:																			
Work no:																			
Cell no:																			
FAX no:																			
e-mail address																			

Employer (optional):

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BIOGRAPHICAL PARTICULARS OF STUDENT'S MOTHER/GUARDIAN/NEXT-OF- KIN:

Relationship to student	
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ID No.															
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Surname		Initials	
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Birth date	Y	Y	Y	Y	M	M	D	D	Title	
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Nationality	South African		Other (please specify)	
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First names		Gender	M	F
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Marital Status	Single		Married		Other (specify)	
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Contact Details

Preferred method of communication	Post		E-mail		Fax	
-----------------------------------	------	--	--------	--	-----	--

Home address:	
	Postal code

Postal address:	
	Postal code

Home no:													
Work no:													
Cell no:													
FAX no:													
e-mail address													

SECTION B: STATISTICAL INFORMATION TO BE COMPLETED BY ALL APPLICANTS, REGARDLESS OF YEAR OF STUDY

REQUIRED FOR STATISTICAL INFORMATION BY THE DEPARTMENT OF HIGHER EDUCATION AND TRAINING: PLEASE MARK ALL APPLICABLE CATEGORIES

TITLE/ PREFIX		Mr	Miss	Ms	Mrs	Other: _____		IF INTERNATIONAL, STATE COUNTRY OF CITIZENSHIP:	
M	F	BLACK	COLOURED	INDIAN	WHITE	OTHER (specify)	INTERNATI ONAL STUDENT	PASSPORT NUMBER	PASSPORT EXPIRY DATE (insert)

PLEASE NOTE THAT INTERNATIONAL APPLICANTS MAY NOT REGISTER AT AFDA WITHOUT A VALID STUDY PERMIT, REFUGEE, DIPLOMAT'S OR PERMANENT RESIDENCE.

HOME LANGUAGE				MARITAL STATUS			
AFRIKAANS		SISWATI		SINGLE		WIDOWER	SEPARATED
ENGLISH		SIXHOSA		MARRIED		DIVORCED	
SEPEDI		SIZULU		DISABILITY/SPECIAL NEEDS			
SESOTHO		TSHIVENDA		LEARNING DISABILITY		PARTIALLY SIGHTED	SPEECH
SETSWANA		XITSONGA		CEREBRAL PALSIED		PARAPLEGIC	
SESOTHO		OTHER (specify)		DEAFNESS		PARTIAL HEARING	
				OTHER (specify)			

EVERY REASONABLE ATTEMPT WILL BE MADE TO ACCOMMODATE YOUR DISABILITY. YOU MUST PROVIDE AFDA WITH THE NECESSARY INFORMATION ABOUT YOUR DISABILITY STATUS AT THE TIME OF YOUR REGISTRATION. IF YOU DO NOT AFDA CANNOT UNDERTAKE TO PROVIDE SUCH ASSISTANCE.

SECTION C: QUALIFICATION INFORMATION TO BE SUPPLIED BY ALL APPLICANTS

SOUTH AFRICAN QUALIFICATIONS

- **CERTIFIED** COPY OF NATIONAL SENIOR CERTIFICATE / GRADE 12 OR EQUIVALENT / HIGHEST ACADEMIC QUALIFICATION TO BE SUBMITTED

SECTION D: COMPLETE THIS SECTION ONLY IF YOU HAVE A NON-SOUTH AFRICAN QUALIFICATION

INTERNATIONAL QUALIFICATIONS

SCHOOL RESULTS (Please submit certified final school leaving certificates)			
SUBJECTS e.g. English	GRADE	PERCENTAGE e.g. 50%	Submit international qualification (Certified copy of formal certificate or original transcripts may be requested)

WHERE NECESSARY, ATTACH SEPARATE SHEETS EXPLAINING SCHOOL-LEAVING QUALIFICATIONS. COPIES OF CERTIFICATES AND LEGAL DOCUMENTS MUST BE CERTIFIED BY A COMMISSIONER OF OATHS OR THE SAPS (POLICE DEPARTMENT)

EXAMINATIONS AUTHORITY (PLEASE TICK)

(GIVE NAME OF EXAMINING BODY)

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SECTION E: PAYMENT PLAN FOR 2017 TO BE COMPLETED BY ALL APPLICANTS

HIGHER CERTIFICATE: FILM, TELEVISION AND ENTERTAINMENT PRODUCTION				
Registration Fee (This Fee is additional to the annual Fees & is non-refundable)	R1950.00		Course Fee for Higher Certificate 1 year upfront	R53 150.00
Enrolment Fee (Due at enrolment & non-refundable)	R11 000.00		Late Enrolment Fee (Applicable to ALL students)	R750.00
Extended Payment Plan Application fee (Non-refundable) (Applicable to ALL South African Students applying for credit)	R1000.00		International Students Additional Levy (Non-refundable) (Applicable to first time Non-Sub Saharan Students)	R16 500.00
<ul style="list-style-type: none"> • Please note all proof of payments must be emailed, faxed or posted and the date of deposit will determine the rate. • Indicate student number as payment reference. • Cancellation: If the course is cancelled by AFDA, all fees will be refunded in full. 				

PLEASE INDICATE METHOD OF PAYMENT

STUDENT LOAN PARENT / GUARDIAN/SELF
 EMPLOYER BURSARY / SPONSORSHIP, PLEASE STATE WHICH

TERMS OF PAYMENT (PLEASE INDICATE PAYMENT PLAN OPTION)

PLAN A: 1 YEAR HIGHER CERTIFICATE - FULL FEES UPFRONT DURING ENROLMENT
 PLAN B: 2 EQUAL PAYMENTS OF THE COURSE FEE (50% / 50% - Second Instalment no later than 31 March 2017 MODULAR PAYMENT OPTION – INSTALMENTS PER TERM, SUBJECT TO PRIOR APPROVAL

EXTENDED PAYMENT PLAN (SOUTH AFRICAN CITIZENS ONLY):

- Please note that a formal credit application will have to be completed in accordance with NCA (National Credit Act)
- Please contact the AFDA Finance Department at the respective campuses for a list of requirements to apply for credit.
- Interest will be levied.

Please note that you may apply to any bank for a student loan and will have to supply proof of application during enrolment.

BANKING DETAILS

Account Name:	AFDA Johannesburg	AFDA Cape Town	AFDA Durban
Bank:	ABSA	ABSA	ABSA
Branch Code:	632-005	632-005	632-005
Account Number:	405 311 5636	407 388 8465	408 193 8599
Swift Number:	ZAJJ 535 10591	ZAJJ 535 10591	ZAJJ 535 10591
Reference:	Student Number	Student Number	Student Number

Please use "Student Number" or "Surname, Name" as reference and fax/email proof of deposit.

If a student's fees are paid into the incorrect campus account, an administrative fee of R250 will be charged per incorrect payment.

APPENDIX A:

SURETYSHIP

IN CONSIDERATION OF ANY INDEBTEDNESS INCURRED OR TO BE INCURRED BY:-

Identity Number/Passport Number: _____

("the Student")

TO

THE SOUTH AFRICAN SCHOOL OF MOTION PICTURE MEDIUM AND LIVE PERFORMANCE PROPRIETARY LIMITED

REGISTRATION NUMBER: 1999/024588/07

("AFDA")

IT IS HEREBY AGREED AS FOLLOWS:

- | | |
|--|--|
| <p>1. I/We the undersigned bind me/ourselves, jointly and severally, as surety/ies and co-principal debtor <i>in solidum</i> (which means, where there are several sureties, each is liable in full) for the repayment on demand of all amounts which the Student may now or at any time hereafter owe AFDA, its successors in title or assigns, ("my/our indebtedness") plus (to the extent that the relevant debt of the Student be subject to the National Credit Act "the NCA", and permitted in terms thereof) interest, discount, commission, legal costs on the attorney and client scale, and all other necessary and usual charges and expenses.</p> <p>2. Without derogating from or limiting the generality of the foregoing the obligations secured include obligations of the Student arising from:</p> <p>2.1 money already or hereafter to be advanced, educational services rendered or to be rendered, past, present and future contractual obligations of any and all sort or sorts; or</p> <p>2.2 promissory notes, cheques, bills of exchange or other instruments already or hereafter to be made, drawn, accepted or endorsed; or</p> <p>2.3 damages from breach of contract; or</p> <p>2.4 guarantees given or to be given by the Student to AFDA on behalf of third parties; or</p> <p>2.5 guarantees given to or to be given by AFDA on behalf of the Student to third parties; or</p> <p>2.6 any obligation which may arise as the result of any novation of an obligation including any judgment obtained against the Student which shall be deemed to be a novation, even if such novation is of an obligation in existence during the existence of this suretyship and the novation takes place after the termination of this suretyship or the liability of the Surety in terms of this suretyship but at a time when the Surety is liable for the existing obligation; or</p> <p>2.7 an obligation arising in delict; or</p> <p>2.8 disbursements made for the Student, including interest; or</p> <p>2.9 discount commission owed by the Student; or</p> <p>2.10 legal costs incurred, including attorney and client costs, collection commission and any such costs incurred in excusing the Student; or</p> <p>2.11 stamp duties and all other necessary or usual charges and expenses; or</p> | <p>2.13 any other cause whatsoever.</p> <p>3. It shall always be in AFDA's discretion to determine the extent, nature and duration of any credit facility/ies or advance/s to be allowed to the Student and all admissions or acknowledgements of indebtedness by the Student shall bind me/us.</p> <p>4. This suretyship is unconditional and there are no conditions precedent suspending its operation.</p> <p>5. AFDA shall be entitled without prejudice to its rights hereunder to give time to, compound with, release from liability or make any other arrangements with the Student or any person who is a surety for and/or co-principal Student with the Student ("Co-surety"), and to release in whole or in part any security given to AFDA by any person and held by AFDA in respect of the indebtedness of the Student and/or my/our indebtedness and/or the indebtedness of any Co-surety hereunder. Such action shall not exonerate me/us from my/our liabilities hereunder.</p> <p>6. The nature and amount of my/our indebtedness, as well as the interest rate payable in respect thereof shall be determined and proved by a certificate purporting to have been signed by a manager or accountant for the time being of AFDA, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the NCA if applicable). This certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on me/us and be prima facie proof of the contents of such certificate (which means that the onus will be on me/us to disprove the contents of the certificate) and of the fact that such amount is due and payable in any legal proceedings against me/us, and will be valid as a liquid document against me/us in any competent court.</p> <p>7. In the event of my/our insolvency or the insolvency/liquidation of the Student, I/we shall be liable to AFDA in respect of AFDA proving a claim in my/our or the insolvent estate/liquidation of the Student, for all costs and expenses of maintaining, conserving and/or realising any security which AFDA may hold for such claim, and all amounts which may become payable by AFDA to the trustee/liquidator in consequence of its proving such claim.</p> <p>8.1 If the estate of the Student or any person who has bound himself as surety for the Student is sequestrated, liquidated, surrendered or placed under judicial management,</p> |
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Parent /Guardian to please initial this page _____

E&OE (Errors and Omissions Excepted) Disclaimer - While caution is taken to ensure all content is correct, complete, relevant and true, errors may occur. Terms and conditions apply.

<p>2.12 any obligation owed by the Student to AFDA or any third party and howsoever arising acquired by AFDA by cession or otherwise and whether before or after the liquidation or sequestration of the Student, whether provisionally or finally; or</p> <p>8.1.2 AFDA shall be entitled to apply all proceeds or payments which are received from the Student, curator, liquidator or from any other source in diminishing the amount owed, without affecting or diminishing my/our liability in terms hereof for payment of the amount which is owing to AFDA by the Student after receipt of such proceeds or payments.</p> <p>8.1.3 AFDA shall be entitled, notwithstanding payment by me/us or any other person of the full or any part of the amount owing in terms of this suretyship and notwithstanding any release, discharge, arrangement or agreement entered into by AFDA, to prove a claim in the estate of the Student or any other surety for the full amount which may be owing on the date of such sequestration, liquidation, surrender, administration, compromise or arrangement, to the exclusion of my/our rights (if any) to prove a claim, unless and until the full amount which the Student owes to AFDA is paid;</p> <p>8.1.4 If any payment which has the effect of diminishing or discharging my/our obligations in terms hereof is set aside by law or due to any other reason, or is repaid as a result of agreement by AFDA, we shall be liable to AFDA for any and all amounts owing by the Student as a result of the said setting aside or repayment, notwithstanding that such setting aside or repayment has taken place after my/our obligations in terms hereof have been terminated in all respects. All references in this suretyship to debts of or amounts owing by the Student, shall include any debt which may originate or revive as a result capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the NCA if applicable).</p> <p>8.2 In the event of the insolvency/liquidation of the Student or the assignment of the estate of the Student or a compromise with the Student or the calling up of the facilities of the Student:</p> <p>8.2.1 any dividends or other payments received by AFDA shall not as far as I/we are concerned go in discharge of the liability of the Student to AFDA; and</p> <p>8.2.2 AFDA shall, notwithstanding such dividends or other payments, be entitled to recover from me/us under this suretyship to the full amount as stated above including any interest and costs or so much thereof as shall together with such dividends or other payments amount to 100 cents in the rand on the debt due by the Student to AFDA; and the indebtedness shall carry interest at the rate of interest charged by AFDA to the Student immediately prior to the date of such call-up, insolvency/liquidation, assignment or compromise until the date of payment by me/us, AFDA being hereby authorised irrevocably to apply any monies received by it from me/us to such debt or debts of the Student as and when AFDA in its discretion may think fit.</p> <p>9. As collateral security for the discharge of the obligations assumed by me/us in terms hereof, I/we hereby cede, assign and make over to AFDA all my/our right, title and interest in and to each and every sum or sums of money now owing or hereafter to become owing by the Student to me/us from any cause of indebtedness whatsoever, ("claims"), which I/we hereby irrevocably undertake not to withdraw from the Student without the prior written consent of AFDA. I/We further agree that if, prior to signing this suretyship, I/We have ceded my/our right, title and interest in and to the claims to any other natural or juristic person, this cession shall be a cession of all my/our reversionary rights in and to the claims after payment of all amounts secured by the prior cession/s or after the prior cessionary/ies for any reason or in any manner, shall have lost, abandoned or relinquished any rights thereunder.</p>	<p>administration, compromise or arrangement, either by way of statute or otherwise:</p> <p>8.1.1 AFDA may in its discretion decide to institute a claim against such estate and to calculate the extent of such claim, without affecting or diminishing my/our liability in terms hereof;</p> <p>proceeding against me/us in terms of this suretyship. I/We also renounce the benefit of division ("<i>beneficium divisionis</i>"), which entitles me/us to claim that my/our indebtedness be divided proportionately between me/us, any co-sureties and the Student.</p> <p>12. To the extent that this suretyship is not governed by the NCA I/we also renounce the legal exception of <i>non numeratae pecuniae</i>, which entitles me/us to claim that no moneys were in fact paid over to the Student, the legal exception of <i>non cause debiti</i>, which entitles me/us to claim that the principal debt for which I/we undertook liability does not exist, the legal exception of <i>errore calculi</i>, which entitles me/us to claim that the amount claimed has been incorrectly calculated and the legal exception of revision of accounts, which entitles me/us to claim that AFDA revises its accounts in respect of my/our indebtedness or the indebtedness of the Student. I/We also renounce all other exceptions which might or could be pleaded in defence to the payment of my/our indebtedness or any part thereof, with the force and effect of which exceptions I/we declare me/ourselves to be fully acquainted.</p> <p>13. This suretyship constitutes the whole of the agreement between me/us and AFDA 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 me/us and AFDA.</p> <p>14. No defect in or irregular exercise of the borrowing powers of the debtor nor any other default or failure on the part of the debtor, nor the invalidity of or defect in any documents or securities delivered to AFDA under or as security for any obligation of the debtor shall affect or impair my/our liability hereunder.</p> <p>15. No waiver of any of the terms and conditions of this suretyship shall be binding for any purpose unless expressed in writing and signed by the party giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given.</p> <p>16. Neither AFDA nor any other person has made or given any warranties, promises or representations whatsoever to me/us to sign this suretyship and to bind me/ourselves to the terms hereof, and any such warranties, promises, representations are hereby expressly excluded.</p> <p>17. I/We agree that this suretyship is in addition and without prejudice to any other securities, including other suretyships now or in the future held from or on behalf of the Student and that it shall remain in force as a continuing covering security for all and any sum or sums of money which may now or in the future be owing or claimable by AFDA from any cause aforementioned and any other cause of whatever nature, notwithstanding any fluctuation in, or temporary extinction of, the Student's indebtedness to AFDA from time to time, and notwithstanding my/our death or legal disability.</p> <p>18. I/We acknowledge being aware of the fact that, to the extent that this suretyship is subject to the NCA, I/we may terminate this suretyship at any time by paying an amount equal to the aggregate of:</p> <p>18.1 the unpaid balance of the debt owing by the debtor to AFDA at that date ("Settlement Date"); and</p> <p>18.2 all unpaid interest and other fees and charges due and payable by the debtor to AFDA up to and including the Settlement Date; and</p>
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<p>10. Any money paid by me/us to AFDA under this suretyship shall be treated as cash security held by AFDA from me/us until AFDA recovers the indebtedness of the Student in full.</p> <p>11. I/We renounce the benefit of excussion ("<i>beneficium ordinis seu excussionis</i>"), which entitles me/us to claim that AFDA first exhaust its remedies against the principal Student before</p>	<p>18.3 if the credit agreement is a large agreement as defined in the NCA, an early termination charge in an amount equal to:-</p> <p>18.3.1 the maximum early termination charge prescribed under the NCA from time to time where a fixed interest rate is applicable to the credit agreement; or</p>
<p>18.3.2 no more than the interest that would have been payable under the credit agreement for a period equal to the difference between:-</p> <p>18.3.2.1 three months; and</p> <p>18.3.2.2 the period of notice of settlement (if any) given by me/us.</p>	<p>In the event that any claim exceeds the jurisdiction of the Magistrates' Court from time to time, AFDA shall be entitled to institute any such legal proceedings in the division of the High Court of South Africa having jurisdiction.</p>
<p>19. AFDA has the right at any time and from time to time, without my/our consent or the Student consent, to cede, assign and transfer all or any of its rights, title and interest in and to this suretyship, to and in favour of third parties. The aforesaid right includes the right to delegate any obligation of this suretyship <i>mutatis mutandis</i>, which means with the necessary changes having been made. To the extent that any cession, assignment, transfer or delegation aforementioned constitutes or results in a splitting of claims that requires my/our consent, I/we hereby consent thereto.</p>	<p>21.3 A certificate signed by a director or manager of AFDA specifying the amount owing by the debtor to AFDA and further stating that such amount is due, owing and payable by the debtor to AFDA, shall be sufficient (<i>prima facie</i>) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against me/us in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.</p>
<p>20. In accordance with the common law AFDA may set-off against any payment due or arising or which may become due or owing by AFDA to me/us from whatsoever cause under this suretyship, all and any indebtedness from whatsoever cause and howsoever arising which is or may become due or owing by me/us to AFDA.</p>	<p>22. AFDA will charge (and I/we will pay) in respect of enforcement by AFDA of my/our payment obligations under this suretyship, all costs incurred by AFDA in securing the performance of the obligations of the Student or my/our obligations, or enforcing the rights of the Creditor, including, without limitation all legal costs, including attorney and own client costs, collection commissions and fees of tracing agents, or to the extent that the relevant debt of the Student be subject to the NCA then any amount due and/or payable in terms of this suretyship in terms of:</p>
<p>21. Proceedings, Jurisdiction, Collection Costs and Default Administration Charges:</p>	<p>22.1 the Supreme Court Act, 1959;</p>
<p>21.1 If I/we fail to pay any amount payable by me/us to AFDA on the date that such amount becomes payable or if I/we breach any of the provisions of this suretyship AFDA may recover from me/us all collection costs, default administration charges and other costs and fees permissible in terms of applicable legislation, incurred by AFDA in any legal proceedings against me/us or against the Student for the payment of any or all of the debts. Should the relevant debt be subject to the NCA, then AFDA may only recover from me/us under this Suretyship after having implemented the default procedure described in the NCA and may:</p>	<p>22.2 the Magistrate's Court Act, 1944;</p> <p>22.3 the Attorneys Act, 1979;</p> <p>22.4 the Debt Collector's Act, 1998, as the case may be, but excluding any default administration charges contemplated in clause 23 below.</p>
<p>21.1.1 give me/us a written notice of such default and may propose that I/we refer this suretyship to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that AFDA and I/we resolve any dispute under this suretyship and develop and agree on a plan to bring any outstanding payments up to date;</p>	<p>23. To the extent that the debt is subject to the NCA, then if I/we default in any payment obligation under this suretyship, AFDA will be entitled to levy and I/we will be obliged to pay default administration charges in respect of each letter AFDA needs to write to me/us in terms of the NCA. Such charges will be equal to that payable in respect of a registered letter of demand in an undefended action in terms of the Magistrate's Court Act together with necessary expenses incurred in delivering such letter.</p>
<p>21.1.2 commence legal proceedings to enforce its rights under the suretyship if:-</p>	<p>24. This suretyship shall continue to bind me/us notwithstanding any amalgamation or reconstruction that may be effected by AFDA with any other company or person or any transfer of AFDA's business or any part thereof or any change in AFDA's</p>
<p>21.1.2.1 it has given me/us notice as referred to in clause 21.1.1 above or it has given notice to terminate any debt review process under section 86 of the NCA which may then be underway in respect of this suretyship; and</p>	<p>constitution, and shall inure additionally for the benefit of any company or corporation so formed or acquired to carry on AFDA's business or any part thereof as successor to AFDA, or as AFDA's assignee, whether such company or corporation shall or shall not differ in its name, objects, character and constitution from AFDA, it being the intent that this suretyship shall remain valid and effectual in all respects and for all purposes in favour of and with reference to any such company,</p>
<p>21.1.2.2 I/we are and have been in default under this agreement for at least twenty business days; and</p>	<p>corporation or other of AFDA's successors and assigns as well as AFDA, and may be proceeded on and enforced in the same manner to all intents and purposes as if such company or corporation or other of AFDA's successors or assigns had been expressly named and referred to herein in addition to AFDA.</p>
<p>21.1.2.3 at least ten business days have elapsed since AFDA delivered the notice contemplated in clause 21.1.2.1; and</p>	<p>25. AFDA must give legal notice to me/us at the address/es set out hereunder or at the address/es most recently provided by me/us to AFDA in writing, provided that I/We deliver to AFDA a written notice of the new address by hand or by registered mail. Unless otherwise provided by legislation, a</p>
<p>21.1.2.4 in the case of a notice in terms of clause 21.1.2.1, I/we:-</p> <p>a) have not responded to that notice; or</p> <p>b) have responded to the notice by rejecting AFDA's proposal.</p>	
<p>21.1.3 recover collection costs and default administration charges from me/us.</p>	
<p>21.2 I/We agree in terms of section 45 of the Magistrates' Court</p>	

<p>Act of 1944 to the jurisdiction of the Magistrates' Court which has jurisdiction in terms of section 28(1) of that Act in respect of any legal proceedings which may result from this suretyship and/or may relate thereto, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate Court.</p> <p>26. All provisions of this suretyship are severable and no provision shall be affected by the invalidity of any other provisions hereof.</p> <p>26.1 I/We agree that this Suretyship will be binding upon me and those of us who sign it, notwithstanding the fact that certain sureties or proposed sureties mentioned herein do not sign this Suretyship.</p> <p>26.2 Where more than one person signs surety for the obligations of the Student in favour of AFDA, each such person shall be jointly and severally liable as surety and co-principal debtor for such obligations.</p> <p>26.3 The validity and enforceability of this suretyship shall in no respect be subject to the obtaining of a suretyship from another person or to the validity of the suretyship of any other surety.</p> <p>27. I/We warrant and represent that I/we have received and will continue to receive adequate value for the granting of this suretyship.</p> <p>28. I/We acknowledge and agree that I/we have not relied in any way upon any information or advice given by AFDA in the preparation, negotiation or implementation of this suretyship and I/we have taken all reasonable actions to satisfy me/ourselves as to the consequences of entering into this suretyship.</p> <p>29. Partnership clause: I/We confirm that each partner is individually liable <i>in solidum</i> (which means each is liable in full) to AFDA for the payment of the whole of the partnership debts, even during the subsistence of the partnership.</p>	<p>30. This suretyship was complete in all respects when I/we signed it and that the names of the Student and the surety/ies appeared on it and further that there have been no warranties and representations of any nature whatsoever made by AFDA to me/us as an inducement to enter into this suretyship and my/our liability shall be for an unlimited amount.</p> <p>31. If the surety is a legal person or is represented by another person, then the signatory (ies) warrant(s) and represent(s) to AFDA that he/they is/are duly empowered to enter into this suretyship, which is entered into for the surety's direct or indirect benefit.</p>
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THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2017.

AS WITNESS
 Full Name: _____
 Physical Address: _____

THE PRINCIPAL SURETY
 Full Name: _____
 ID Number: _____
 Marital Status: Unmarried Married
 If Married: In Community of Property
 Out of Community of Property

Physical Address: _____
 Tel Number: _____

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2017.

AS WITNESS
 Full Name: _____
 Physical Address: _____

THE CO-PRINCIPAL SURETY
 Full Name: _____
 ID Number: _____
 Marital Status: Unmarried Married
 If Married: In Community of Property
 Out of Community of Property

Physical Address: _____
 Tel Number: _____

APPENDIX B:

SECTION A:

TUITION AND ENROLMENT AGREEMENT

1. DEFINITIONS

In this agreement the following words and phrases shall bear the meanings ascribed to them wherever they appear in this agreement.

- 1.1 AFDA:** The South African School of Motion Picture, Medium and Live Performance (Pty) Ltd, Registration Number: 1999/024588/07 (Registered with the Department of Higher Education and Training as a Private Higher Education Institution under the Higher Education Act, 1997, Registration Certificate Number: **2001/HE07/012**)
- 1.2 The Student:** The person enrolled to study one or more of AFDA's courses.
- 1.3 Code of Conduct:** The Code of Conduct, including the disciplinary rules and procedures set out therein as published from time to time by AFDA.
- 1.4 Enrolment Registration:** The Registration for enrolment completed by the Student at the commencement of studies and the registration documents completed each year during enrolment week.
- 1.5 The Prospectus:** The publication issued by AFDA in which the courses, degrees and qualifications offered by AFDA are described.
- 1.6 Academic Yearbook:** The publication issued by AFDA in which the following are described and of which the Student is required to be informed in terms of Chapter 6 of the Regulations for the Registration of Private Higher Education Institutions, 2002 and Section 57 (2) of the Higher Education Act 1997 (Act No 101 of 1997): Mission statement; legal status; names and qualifications of full time and part time academic staff employed by the institution, language policy, mode of instruction, rules relating to assessment, academic credit accumulation, progression and qualification, student support service and rules and code of conduct at AFDA.

1.7 The Agreement

This Tuition & Enrolment Agreement, the Prospectus, the Academic Yearbook, the Code of Conduct and the Registration Form as read together constitute the legal and binding agreement between AFDA and the Student.

2. INTRODUCTION

2.1 AFDA is, in terms of the Higher Education Act, Act 101 of 1997, a duly registered private higher education institution that is by law entitled to award the degrees described in its prospectus.

2.2 The Student wishes to study for the degree indicated in the Student's Registration for enrolment.

2.3 The Student and AFDA hereby agree as follows:

3. INTERPRETATION, WARRANTIES AND GENERAL

3.1 The Code of Conduct, the Prospectus, the Academic Yearbook, the Enrolment Registration and this agreement form one integral agreement that constitutes the sole and only agreement between AFDA and the Student. Any representation, understanding or agreement not set out in this agreement as read with the documents listed in the preceding sentence are of no force or effect whatsoever.

3.2 The Student, and in so far as needs be, the Student's parent/guardian warrants that:

3.2.1 She/he has read all the documents available on the AFDA website) (listed in paragraph 3.1 above, is familiar therewith and agrees to be bound thereby.

3.2.2 All the information set out in the Registration for Enrolment is true and correct in all respects.

3.2.3 In the event that the Student is a minor, he/she is assisted in so far as needs be by her/his parent or natural guardian.

3.3 Each obligation assumed by the Student in terms of the Agreement constitutes a material term of the Agreement the breach of which entitles AFDA at its sole discretion to either terminate this agreement or to hold an enquiry and to take such action as it may decide is appropriate.

3.4 The Student hereby chooses as his/her domicilium citandi et executandi the addresses set out in the Enrolment Registration and agrees that any notices, documents or other processes may be validly served by delivery to any of the addresses set out in these documents.

4. PAYMENT OF FEES

4.1 Fees shall be paid in accordance with the schedule set out in the chosen payment plan.

4.2 The onus is on the person paying the academic fees to ensure that the account is paid up to date, even in the event of not having received a statement.

4.3 In the event that any amount due to AFDA, whether in respect of fees or otherwise, not being paid on due date AFDA shall be at liberty to terminate this agreement without notice and to retain all amounts paid and claim all amounts due.

4.4 Students who withdraw from AFDA at any time after commencement of classes on the first day of the first term must familiarise themselves with the Refund Policy. Please see 5. Withdrawal Procedure below.

4.5 Should the student not present himself at AFDA at the scheduled commencement of classes in the first week of the first term of the academic year, this contract will be rendered null and void.

5. WITHDRAWAL PROCEDURE and CANCELLATION POLICY

5.1 Registered students are responsible for the full year's academic fees.

5.2 Students wishing to cancel their studies, must submit a completed and signed Cancellation Form available from the Student Affairs Office, (together with such supporting documents as may be necessary) to the Student Affairs Office in person, or by pre-paid registered post to AFDA Student Affairs, at the relevant campus.

5.3 Upon receipt of a duly completed and signed Cancellation Form, AFDA will officially acknowledge receipt thereof and may request additional documentation/information, whereafter AFDA will consider granting a rebate on the academic fees

5.4 FINANCIAL LIABILITY UPON CANCELLATION OF STUDIES:

5.4.1 NON-REFUNDABLE FEES:

5.4.1.1 The following fees are not refundable under any circumstances:

- | | |
|-----------|---|
| 5.4.1.1.1 | Registration fees; |
| 5.4.1.1.2 | Enrolment fees; |
| 5.4.1.1.3 | Cancellation of studies after the expiry of 21 days from the start of the AFDA academic year. |

5.4.2 REFUNDABLE FEES:

5.4.2.1 The following fees are refundable in respect of academic fees only (refer to the 2017 fee structures:

100% If a student withdraws on or before twenty one (21) days from the first (1st) day of the AFDA academic year (i.e.) the 1st day of term 1).

6. DISPUTE RESOLUTION

6.1 In the event of a dispute arising between the Student and AFDA or between the Student and any other student studying at AFDA, or any person employed at AFDA or acting as AFDA's agent, AFDA shall in its discretion, have the right to make that dispute, regardless of its nature or origin, the subject of an enquiry and investigation.

6.2 The person appointed by AFDA to conduct the enquiry shall, in addition, act as an umpire in the dispute and shall after the conclusion of the enquiry make a decision as to how the dispute should be resolved. The umpire's decision shall be final and binding on all parties and no one shall have the right to an appeal against the decision unless the umpire in his/her discretion directs otherwise.

6.3 In the event that AFDA should decide not to adopt the procedures set out above it shall have the right to either refer the dispute to arbitration, which arbitration shall be conducted in accordance with arbitration rules and procedures published by the Arbitration Foundation of South Africa, or to waive arbitration and require the dispute to be resolved in the ordinary courts having jurisdiction.

7. OBLIGATION OF THE STUDENT/ GUARDIAN / ACCOUNT PAYEE

7.1 The Student/Guardian/Account Payee shall pay a registration fee as set out in the payment plan.

7.2 The Student/Guardian/Account Payee shall pay the agreed fee of R_____ in accordance with the payments plan either "A and /or B and/or extended payment plan WHICH FORMS PART OF THE EDUCATION LOAN AGREEMENT " as selected. Failure to make payment on due date and provide proof thereof as per the selected payment plan option could result in the suspension of all learning and the student will not be granted access to the AFDA premises or facilities. Legal action will be taken against the Student/ Guardian/Account Payee who does not uphold the obligation.

Please Select Payment Plan by marking with a X	Plan A: Upfront Full Year		Plan B: 2 EQUAL COURSE FEE PAYMENTS before 31 March 2017	
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7.3 In the case of the termination of the course by the Student/Guardian/Account Payee, for whatever reason, the full annual fee shall still be owing and payable after the Refund Window closes.

7.4 Students who withdraw or are disqualified from projects due to non-delivery of the course requirements will still be held accountable for the full year's fees.

8. LEGAL ACTION

8.1 Should the Student/ Guardian/ Account Payee fail to promptly fulfil any of their obligations arising from this document; the full amount will immediately become due and payable. A letter of demand will be forwarded to rectify the breach within 10 (ten) days after which legal action will be taken.

8.2 Should legal action be taken against the Student/ Guardian/ Account Payee, he/she shall be responsible to pay the attorney's cost on Attorney client scale, as well as interest on arrears calculated at 15.5% per annum.

8.3 Should I/We change place of employment, I/We hereby undertake to notify AFDA in writing within 14 (fourteen) days of such change. If I/We fail to adhere to this stipulation, I/We hereby consent to pay the reasonable and just cost of tracing as set out in table B, Part 1, paragraph 3 (d) of the Act.

8.4 I/We agree that any legal action/ proceedings that may arise out of this agreement or original cause of action may be instituted against me/us in the Magistrates Court having jurisdiction over me/us notwithstanding that the action or proceedings may be beyond the ordinary jurisdiction of such court, this clause constitutes a consent in writing of Section 45(1) of the Magistrate's Court Act 32 of 1944 as amended, of any statutory amendment thereto or substitution thereof.

8.5 I the Student and/or Guardian and/or Account Payee select my address as completed on the registration form as my/our *domicilium citandi et executandi* for all purposes including notices and/or legal notices arriving here from.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ IN THE YEAR 2017.

SIGNATURE: STUDENT

SIGNATURE: PARENT/GUARDIAN/FEE PAYER

PRINT NAME AND SURNAME

PRINT NAME AND SURNAME

ID Number

ID Number

APPENDIX C:

INDEMNITY FORM

1 THE PARTIES

The South African School of Motion Picture, Medium and Live Performance (Pty) Ltd (Hereinafter referred to as "AFDA") and

..... born on the, residing at
..... (Hereinafter referred to as "The Student")

2 GENERAL

AFDA conducts an educational business, offering qualifications, in Motion Picture Medium and Live Performance.

The Student has enrolled for an approved AFDA qualification.

The very nature of the course could entail that the student will travel and participate in the production of material in the various disciplines offered by AFDA, at its various campuses in South Africa and where the need arises, off campus.

3 TERMS

It is agreed between the parties that:

Neither AFDA nor its agents nor employees, shall be liable to the Students or other persons for any loss or damage (whether to person or property), which may be suffered by the Student or invitees on or about any AFDA campus or alternative temporary location, where its business is conducted from time to time.

The Student hereby indemnifies AFDA, including its agents and employees, harmless in respect of all claims which may be brought or threatened against AFDA and/or any of its agents.

4 NON VARIATION AND NON-CANCELLATION

No Agreement purporting to alter, vary or cancel the terms and conditions hereof shall be of any force and effect unless reduced to writing and signed by the parties hereto.

5 DECLARATION

I CONFIRM THAT I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT I HAVE SATISFIED MYSELF OF THE MEANING AND IMPLICATION OF THE TERMS AND CONDITIONS THEREOF.

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2017, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

- 1
- 2

.....
FOR AFDA: REGISTRAR

THUS DONE AND SIGNED AT _____ ON THIS THE ____ DAY OF _____ 2017, IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

- 1
- 2

.....
STUDENT

CODE OF CONDUCT, COURSE GUIDELINES AND POLICIES AND PROCEDURES FOR STUDENTS

I agree to adhere to the Code of Conduct, Course Guidelines, Academic Yearbook and Policies and Procedures of the institution. The Council and Senate have the right to amend the policies and procedures from time to time. The documents are all available on the Resource Centre computers.

It is my responsibility to familiarise myself with the Code of Conduct, Course Guidelines, Term Booklets and Policies and Procedures of the institution.

I understand that should I contravene the Code of Conduct, Course Guidelines, Academic Yearbook, Term Booklets and Policies and Procedures of the institution, then the prescribed disciplinary action will be taken against me.

Full names:..... Student Number:.....

Signature:..... Date:.....

APPENDIX E:

MEDICAL ASSISTANCE SLIP

ARE YOU ON MEDICAL AID yes/no.....
INTERNATIONAL STUDENTS MUST PROVIDE PROOF OF MEDICAL IAD/INSURANCE FOR THE DURATION OF 2017

<p>IF ANSWERED YES TO THE ABOVE PLEASE COMPLETE THE FOLLOWING:</p> <p>NAME OF MEDICAL AID</p> <p>MEDICAL AID NUMBER</p>
--

THE FOLLOWING INFORMATION MUST BE COMPLETED & SIGNED BY THE STUDENT OR GUARDIAN IN THE EVENT THAT THE STUDENT IS A MINOR. (Please indicate N/A where information is not applicable)

GUARDIAN NAME

GUARDIAN CONTACT NUMBERS: Cell:

Home:

Work:

DOCTORS NAME & SURNAME

DOCTORS CONTACT NUMBER

DOCTORS ADDRESS

PREFERRED HOSPITAL

ALLERGY/IES

MEDICAL CONDITION/S

ADDITIONAL MEDICAL INFO

Igive AFDA permission to provide treatment to the student concerned in the event that medical assistance is needed. I declare that a full medical disclosure has been made and that AFDA will not be held responsible for any injury caused on or off AFDA premises.

This done and signed at AFDA, in..... on this dayof 2017.

Student Signature

PARENT / Guardian signature

ENROLMENT CONFIRMATION LETTER

Re: Happy Letter entered into and between:

AFDA (The South African School of Motion Picture Medium and Live Performance (Pty) Ltd)
Registration Number 1999/024588/07

and

1. Full Names & Surname: _____
Identity Number: _____
Parent and/or Guardian and/or Account Payee

2. Full Names & Surname: _____
Identity Number: _____
Student Number: _____
Student

It is further confirmed and agreed that I and/or we have read and understand the full contents of:

- Enrolment and Tuition Agreement 2017;
- Medical Assistance Permission Slip;
- The full payment plan or Extended Payment plan which forms part of the Educational Loan Agreement,
- Fee Structure 2017

and that I and/or we agree to the terms and conditions set out in the said above documents.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2017.

AS WITNESSES:

1. _____

Parent and/or Guardian and/or Account Payer

2. _____

Student

CHECKLIST
REGISTRATION DETAILS & ENTRY REQUIREMENTS FOR ENROLMENT:

STEP 1: SUBMIT REGISTRATION FORM & REGISTRATION FEE

STEP 2: THE FOLLOWING TO BE SUBMITTED AT REGISTRATION, IF STILL OUTSTANDING

1.) ENROLMENT AND TUITION FORM	
2.) CERTIFIED MATRIC CERTIFICATE / HESA CERTIFICATE / SAQA CERTIFICATE	
3.) CERTIFIED COPY OF IDENTITY DOCUMENT / PASSPORT	
4.) FIRST TUITION FEE INSTALMENT DUE	
5.) TWO ID PHOTOGRAPHS	