



film • television • performance • business innovation & technology
the school for the creative economy

PE ENROLMENT & TUITION AGREEMENT 2018

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) (hereinafter referred to as "AFDA")

AND

STUDENT FULL NAME	
STUDENT NUMBER	

FOR OFFICE USE ONLY:

DATE OF ENROLMENT	DD / MM / YYYY
CAMPUS CHOICE	PORT ELIZABETH

FOR OFFICE USE ONLY:

COURSE CHOICE	
	BA IN MOTION PICTURE MEDIUM
	BA IN LIVE PERFORMANCE
	BA HONOURS IN MOTION PICTURE MEDIUM
	BA HONOURS IN LIVE PERFORMANCE
	HIGHER CERTIFICATE IN RADIO & PODCASTING

FOR OFFICE USE ONLY:

YEAR OF STUDY			
	1 ST		2 ND
	3 RD		HONOURS

E&OE (ERRORS & OMISSIONS EXCEPTED) DISCLAIMER – WHILE CAUTION IS TAKEN TO ENSURE ALL CONTENT IS CORRECT, COMPLETE, RELEVANT AND TRUE, ERRORS MAY OCCUR.

JOHANNESBURG

jhbcampus@afda.co.za
+27 (0) 11 482 8345
41 Frost Avenue
Auckland Park, 2092

CAPE TOWN

cptcampus@afda.co.za
+27 (0) 21 448 7600
18 Lower Scott Road
Observatory 7925

DURBAN

dbncampus@afda.co.za
+27 (0) 31 569 2252
2a Highdale Road
Glen Anil 4051

PORT

ELIZABETH
pecampus@afda.co.za
+27 41 582 1266
Old Museum Building
28 Bird Street, Central

NOTE:

1. YOU ARE REQUIRED TO COMPLETE ALL SECTIONS IN FULL, INCOMPLETE ENROLMENT CONTRACTS WILL NOT BE ACCEPTED.
2. COMPLETE IN **BLACK PEN ONLY**.
3. EACH PAGE MUST BE INITIALED BY ALL PARTIES TO THIS CONTRACT.
4. IN ORDER TO FULLY ENROL YOU NEED TO REPORT TO THE CAMPUS OF YOUR CHOICE DURING THE ENROLMENT WINDOW & PAY THE NECESSARY FEES AND SIGN THE NECESSARY DOCUMENTS – IN ORDER TO BE A BONA FIDE STUDENT AT AFDA.

CHECKLIST:

ALL APPLICANTS MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THEIR COMPLETED ENROLMENT AND TUITION AGREEMENT AT THEIR PREFERRED CAMPUS TO BE ABLE TO ENROL:

REQUIREMENTS FOR ENTRY TO ALL YEARS

- **CERTIFIED** COPY OF IDENTITY DOCUMENT (PASSPORT COPY IN THE CASE OF INTERNATIONAL STUDENTS)
- **CERTIFIED** COPY OF NATIONAL SENIOR CERTIFICATE / GRADE 12 OR EQUIVALENT / HIGHEST ACADEMIC QUALIFICATION (if applicable, proof of passing the AFDA Entrance Exam will be required)
 - **CERTIFIED** COPY OF SAQA EQUIVALENCY CERTIFICATE AND/OR HESA EXEMPTION CERTIFICATE IF RELEVANT
- **TWO COLOUR ID PHOTOGRAPHS**
- **CERTIFIED** COPY OF THE FEE PAYER'S IDENTITY DOCUMENT
- **CERTIFIED** COPY OF PROOF OF RESIDENCY OF ACCOUNT PAYER/ SUREYTOR
- **INTERNATIONAL STUDENTS: VALID STUDY PERMIT, VALID MEDICAL AID, AND PROOF OF ACCOMMODATION**

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

- COPY OF PREVIOUS YEAR REPORT- **REFER TO DISCIPLINE STREAMING POLICY**

RPL REQUIREMENTS

FOR STUDENTS FROM OTHER INSTITUTIONS ENTERING INTO 2ND, 3RD AND POSTGRADUATE STUDIES

- LETTER OF RECOMMENDATION FROM LECTURER OR HEAD OF FACULTY AT PREVIOUS / CURRENT INSTITUTION
- CERTIFIED ACADEMIC TRANSCRIPT
- ONE PAGE TYPED MOTIVATION FOR TRANSFERRING TO AFDA
- FULL DISCLOSURE OF OUTSTANDING PROJECTS OR CREDITS
- STUDENTS SEEKING RECOGNISED PRIOR LEARNING (RPL) STATUS TO SUPPLY LETTER OF APPROVAL FROM HEAD OF SCHOOL BASED ON RPL ASSIGNMENTS OUTCOME & RPL APPLICATION

MFA REQUIREMENTS

- ALL CANDIDATES MUST BE IN POSSESSION OF AN HONOURS DEGREE OR EQUIVALENT THEREOF IN THE RELATED FIELD OF STUDY.
- THOSE CANDIDATES WHO DO NOT HAVE THE ABOVE WILL BE CONSIDERED FOR RPL (RECOGNITION OF PRIOR LEARNING), WHICH ASSESSES A COMBINATION OF YOUR CURRENT FORMAL EDUCATIONAL QUALIFICATIONS, NUMBER OF YEARS IN A SPECIFIC AND OR RELATED INDUSTRY AND ANY OTHER CERTIFIED ACHIEVEMENTS. SEE MFA BROCHURE FOR MORE INFO.

NB: IF ANY OF THE ABOVE DOCUMENTS ARE ISSUED IN THE MAIDEN NAME OF MARRIED APPLICANT, A CERTIFIED COPY OF THE MARRIAGE CERTIFICATE SHOULD ACCOMPANY THIS APPLICATION.

Please inform AFDA immediately should you:

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

CONTENTS OF AGREEMENT:

- **SECTION A:** COURSE, SCHOOL & DISCIPLINE CHOICE
- **SECTION B:** STUDENT FILE PARTICULARS
 - SECTION B1: Particulars of Student incl. statistical information of applicants
 - SECTION B2: Particulars of Next-of-Kin/ Father/ Mother
 - SECTION B3: Account Payee details
- **SECTION C:** Previous Education (qualifications/ experience)
- **SECTION D:** Finance
- Appendix A: Suretyship
- Appendix B: Tuition and Enrolment Agreement
- Appendix C: Indemnity Form
- Appendix D: Code of Conduct, Course Guidelines and Policies and Procedures for Students
- Appendix E: Medical Assistance Slip
- Appendix F: Enrolment Confirmation Letter

SECTION A: COURSE, SCHOOL & DISCIPLINE CHOICE

- 1) **1ST YEAR – PLEASE CONSULT THE PROSPECTUS AND FILL IN YOUR PREFERRED SCHOOLS OF CHOICE IN ORDER OF PRIORITY.**

If you are not sure leave blank, as this will be explained during orientation week when your discipline selections will be made.

- 2) **2ND YEAR, 3RD YEAR, HONOURS & MFA - FILL IN YOUR DISCIPLINE/MAJOR (M1).**

Based on your **COURSE CHOICE** on Page 1.

Note: *Selected courses/ disciplines/ schools may only be available at selected campuses.

BA in MOTION PICTURE MEDIUM / BA HONOURS in MOTION PICTURE MEDIUM / MFA

FILM SCHOOL

Screenwriting	Cinematography
Directing	Data & Grading
Producing	Editing
Production Design	Visual Effects
CMS	Sound Design

BA in LIVE PERFORMANCE / BA HONOURS in LIVE PERFORMANCE*

PERFORMANCE SCHOOL

Screen Acting	
Stage Acting	

HIGHER CERTIFICATE IN RADIO & PODCASTING*

FOR OFFICE USE ONLY:

1st YEAR, 1st SEMESTER

1st YEAR, 2nd SEMESTER

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2nd YEAR / 3rd YEAR / HONOURS / MFA

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SECTION B: STUDENT FILE PARTICULARS

SECTION B1: PARTICULARS OF STUDENT including statistical information of applicants. ALL STUDENTS to please complete all required fields:

TITLE	Mr	Miss	Ms	Mrs	Other(please specify)
FIRST NAMES					
INITIALS					
SURNAME					
MAIDEN NAME (If married woman)					
MARITAL STATUS	Single	Married	Divorced	Widow/er	Other(please specify)
GENDER	Male			Female	
RACE	Black	Indian	Coloured	White	Other(please specify)
BIRTH DATE	DD	MM	YYYY		
ID NUMBER					
NATIONALITY	South African			Other (please specify)	
HOME LANGUAGE	Afrikaans		Siswati		English
	isiZulu		Sepedi		Tshivenda
	Xitsonga		Sesotho		Other(please specify)

INTERNATIONAL STUDENTS to please complete as required:

COUNTRY OF RESIDENCE			
PASSPORT NUMBER			
PASSPORT EXPIRY DATE			
TYPE OF PERMIT	Study Permit	Residence Permit	Other(please specify)
PERMIT NUMBER			
PERMIT EXPIRY DATE			

STUDENTS to please complete if applicable:

DISABILITY / SPECIAL NEEDS	Learning Disability	Partially Sighted	Blind	Speech
	Paraplegic	Partial Hearing	Deafness	Cerebral Palsy
	Other(please 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. Supporting proof of your disability must be included with your application.			

STUDENTS to please complete as applicable:

EMPLOYER	
PROFESSION & POSITION	
RELIGIOUS AFFILIATION (please specify)	

STUDENT CONTACT INFORMATION

ALL STUDENTS to please complete as required:

CELL NO.		HOME NO.	
WORK NO.			
EMAIL ADDRESS			
HOME ADDRESS			POSTAL CODE
POSTAL ADDRESS	SAME AS HOME ADDRESS	Y	N
			POSTAL CODE

SECTION B2: PARTICULARS OF NEXT-OF-KIN Father/ Mother

Please complete all required fields (2 sets of details required):

(1) NEXT-OF-KIN

RELATIONSHIP TO STUDENT					
TITLE	Mr	Miss	Ms	Mrs	Other(please specify)
FIRST NAMES					
INITIALS					
SURNAME					
MAIDEN NAME (If married woman)					
MARITAL STATUS	Single	Married	Divorced	Widow/er	Other(please specify)
GENDER	Male			Female	
RACE	Black	Indian	Coloured	White	Other(please specify)
BIRTH DATE	DD	MM	YYYY		
ID NUMBER					
NATIONALITY	South African			Other (please specify)	
EMPLOYER (optional)					
PROFESSION & POSITION					

(1) NEXT-OF-KIN CONTACT INFORMATION - please complete as required:

CELL NO.		HOME NO.	
WORK NO.			
EMAIL ADDRESS			
HOME ADDRESS			POSTAL CODE
POSTAL ADDRESS	SAME AS HOME ADDRESS	Y	N
			POSTAL CODE

(2) NEXT-OF-KIN

RELATIONSHIP TO STUDENT					
TITLE	Mr	Miss	Ms	Mrs	Other(please specify)
FIRST NAMES					
INITIALS					
SURNAME					
MAIDEN NAME (If married woman)					
MARITAL STATUS	Single	Married	Divorced	Widow/er	Other(please specify)
GENDER	Male			Female	
RACE	Black	Indian	Coloured	White	Other(please specify)
BIRTH DATE	DD	MM	YYYY		
ID NUMBER					
NATIONALITY	South African			Other (please specify)	
EMPLOYER (optional)					
PROFESSION & POSITION					

(2) NEXT-OF-KIN CONTACT INFORMATION - please complete as required:

CELL NO.		HOME NO.	
WORK NO.			
EMAIL ADDRESS			
HOME ADDRESS			POSTAL CODE
POSTAL ADDRESS	SAME AS HOME ADDRESS	Y	N
			POSTAL CODE

SECTION B3: ACCOUNT PAYEE DETAILS

Please complete all required fields:

RELATIONSHIP TO STUDENT					
TITLE	Mr	Miss	Ms	Mrs	Other(please specify)
FIRST NAMES					
INITIALS					
SURNAME					
BIRTH DATE	DD	MM	YYYY		
ID NUMBER					
EMPLOYER (optional)					
PROFESSION & POSITION					

ACCOUNT PAYEE CONTACT INFORMATION - please complete as required:

CELL NO.		HOME NO.	
WORK NO.			
EMAIL ADDRESS			
HOME ADDRESS			
		POSTAL CODE	
POSTAL ADDRESS	SAME AS HOME ADDRESS	Y	N
		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 D 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 payslip
5. An Income and Expenses report will be made available for you to complete before enrolment from finance
6. Enrolment Confirmation letter (please refer to page 22 of this document)

SECTION C: PREVIOUS EDUCATION

C1) SECONDARY EDUCATION

ALL APPLICANTS to please complete as required and ensure to attach a certified copy of your relevant secondary schooling results/ certificate/ transcript as required.

SCHOOL/ INSTITUTION	
CITY/ TOWN/ COUNTRY OF SCHOOL	
NAME OF LEVEL COMPLETED	
EXAMINING AUTHORITY	
YEAR COMPLETED	

SUBJECTS	GRADE/ LEVEL	PERCENTAGE ACHIEVED

C2) TERTIARY EDUCATION

Please complete as applicable and ensure to attach a certified copy of your relevant secondary schooling results/ certificate/ transcript as required.

(1) SCHOOL/ INSTITUTION	
CITY/ TOWN/ COUNTRY OF SCHOOL	
YEAR/S REGISTERED	
NAME OF QUALIFICATION	
AMOUNT OF LEVELS/YEARS IN QUALIFICATION	
LEVELS/YEARS YOU COMPLETED	

(2) SCHOOL/ INSTITUTION	
CITY/ TOWN/ COUNTRY OF SCHOOL	
YEAR/S REGISTERED	
NAME OF QUALIFICATION	
AMOUNT OF LEVELS/YEARS IN QUALIFICATION	
LEVELS/YEARS COMPLETED	

(3) SCHOOL/ INSTITUTION	
CITY/ TOWN/ COUNTRY OF SCHOOL	
YEAR/S REGISTERED	
NAME OF QUALIFICATION	
AMOUNT OF LEVELS/YEARS IN QUALIFICATION	
LEVELS/YEARS COMPLETED	

C3) RPL (RECOGNISED PRIOR LEARNING)

RECOGNITION OF PRIOR LEARNING (RPL) CRITERIA (2nd, HONOURS and MFA applicants only)

RECOGNITION OF PRIOR LEARNING (RPL) IS THE EVALUATION AND ACKNOWLEDGEMENT OF THE KNOWLEDGE AND SKILLS THAT A CANDIDATE HAS GAINED OTHER THAN THROUGH FORMAL STUDY TO ENABLE THEM TO GAIN ACCESS TO HIGHER EDUCATION EVEN THOUGH THEY DON'T MEET THE NORMAL ENTRANCE REQUIREMENTS. THIS INCLUDES KNOWLEDGE GAINED AS A RESULT OF FORMAL & NON-FORMAL STUDY, PAID AND UNPAID WORK EXPERIENCE, COMMUNITY AND ORGANISATIONAL INVOLVEMENT, AND INDIVIDUAL INQUIRY.

IN THE ACADEMIC CONTEXT, IT IS THE ACKNOWLEDGEMENT THAT ACADEMICALLY SIGNIFICANT AND SOCIALLY USEFUL KNOWLEDGE IS ACQUIRED THROUGH MULTIPLE FORMAL, INFORMAL, AND NON-FORMAL MEANS. WHEN EVALUATED THROUGH APPROPRIATE AND RELIABLE ASSESSMENT PRACTICES, THAT KNOWLEDGE CAN BE USED FOR PURPOSES OF ACADEMIC ACCESS AND ACCREDITATION

AFDA RPL CRITERIA/POLICY

- ANY GIVEN YEAR/S OF STUDY IN A COGNITIVELY RELATED FIELD **AT AN ACCREDITED TERTIARY INSTITUTION** IS ACKNOWLEDGED ON THE SAME LEVEL, PROVIDED THAT THE LEARNER DEMONSTRATES THE CORE COMPETENCIES, AT BOTH AN INTELLECTUAL AND TECHNICAL LEVEL, REQUIRED BY THE AFDA CURRICULUM.
- **FIVE YEARS OF RELATED INDUSTRY EXPERIENCE** WILL BE TAKEN INTO ACCOUNT IN THE PLACEMENT OF A LEARNER IN THE **UNDERGRADUATE** PROGRAMME, AT THE LEVEL WHICH THEY WORKED WITH IN THEIR FIELD, PLUS A PORTFOLIO THAT DEMONSTRATES THE REQUIRED INTELLECTUAL AND CRAFT SKILLS OF THE AFDA CURRICULUM
- **TEN YEARS OF RELATED INDUSTRY EXPERIENCE** WILL BE TAKEN INTO ACCOUNT IN THE PLACEMENT OF A LEARNER IN THE **POSTGRADUATE** PROGRAMME, WITH THE SAME PROVISION. DEMONSTRATION/PORTFOLIO OF EVIDENCE OF PRIOR LEARNING WILL BE FORMALLY ASSESSED.

ARE YOU AN RPL CANDIDATE?

YES NO

IF SO, PLEASE PROVIDE MORE INFORMATION:

SECTION D: FINANCE

D1) 2018 PE FEES

Please note: the BA and BA Honours fees below in Port Elizabeth are already discounted.

First time students enrolling at AFDA	MOTION PICTURE MEDIUM & LIVE PERFORMANCE		HIGHER CERTIFICATES
	UNDERGRADUATE	HONOURS	
Registration Fee (Non-refundable once enrolled)	R5 950.00	R5 950.00	R1 950.00
Enrolment Fee (Non-refundable)	R10 000.00	R10 000.00	R11 000.00
Course Fee	R68 800.00	R68 800.00	R56 550.00
International Registration Fee (Non-refundable) (Applicable to first time Non-Sub Saharan Students)	R16 500.00	R16 500.00	R16 500.00
Late Enrolment Fee (Applicable to ALL Students)	R950.00	R950.00	R950.00
Extended Payment Plan Application fee (Non-refundable) (Applicable to ALL South African Students applying for credit)	R1100.00	R1100.00	R1 100.00

Returning students enrolling at AFDA	MOTION PICTURE MEDIUM & LIVE PERFORMANCE	
	UNDERGRADUATE	HONOURS
Enrolment Fee (Non-refundable)	R14 000.00	R14 000.00
Course Fee	R68 800.00	R68 800.00
Late Enrolment Fee (Applicable to ALL Students)	R950.00	R950.00
Extended Payment Plan Application fee (Non-refundable) (Applicable to ALL South African Students applying for credit)	R1 100.00	R1 100.00

D2) METHOD OF PAYMENT

PLEASE INDICATE AS RELEVANT	Student Loan	Parent/Guardian	Self
	Bursary/ Scholarship	Sponsorship	Employer
	Other(please specify)		

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

D3) PAYMENT PLANS

The following payment plans are available – please select as relevant:

NOTE: REGISTRATION, ENROLMENT FEE AND ALL FIRST INSTALMENTS ON THE COURSE FEE TO BE MADE DURING THE ENROLMENT WINDOW NO LATER THAN 3 FEBRUARY 2018

PLAN A <input type="checkbox"/>	FULL PAYMENT OF ALL FEES (100%) <ul style="list-style-type: none"> Please note that a 5% rebate on the course fee will apply if full payment is received by way of an EFT on or before 31 January 2018.
PLAN B <input type="checkbox"/>	2 EQUAL PAYMENTS OF THE COURSE FEE (50% / 50%) <ul style="list-style-type: none"> Please note that the second installment must be paid no later than 31 March 2018. The registration and enrolment fees are payable with the first 50% installment & are not inclusive in the installment.
PLAN C <input type="checkbox"/> (SOUTH AFRICAN CITIZENS ONLY):	EXTENDED PAYMENT PLAN (SOUTH AFRICAN CITIZENS ONLY): On any extended payment plans, interest will be levied. Request the form from finance. <ul style="list-style-type: none"> 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. Maximum repayment term will be 8 months for each year's tuition fees. (The registration, enrolment and application fees are payable upfront.)

D4) BANKING DETAILS

Please ensure to furnish a copy of the proof of payment to the relevant campus and department via email and/or hard copy.

PORT ELIZABETH CAMPUS BANK DETAILS

ABSA Bank

Acc. No.: 4089 173 721

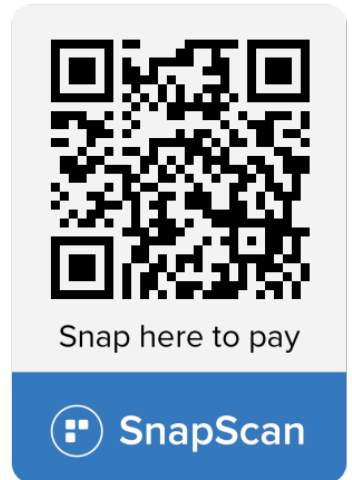
Branch No.: 632-005

Swift No.: ABSAZAJJ

Pay Reference: Student No. & Last Name

OR PAY VIA SNAPSCAN

**SNAPSCAN
FOR AFDA PE**



AFDA is the South African School of Motion Picture Medium and Live Performance and is a private higher education institution which offers higher certificate and degree programmes that are registered by the Department of Higher Education and Training (DHET) and the South African Qualifications Authority (SAQA). Our programmes are accredited and we participate productively in the ongoing reaccreditation and quality assurance processes of the Council on Higher Education (CHE) to ensure the quality of our programmes. The DHET certificate number for AFDA is 2001/HE07/012.

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

APPENDIX A: SURETYSHIP

SURETYSHIP

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

Student Name _____

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>2.12 any obligation owed by the Student to AFDA or any third party</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, administration, compromise or arrangement, either by way of statute or otherwise:</p> |
|---|--|

<p>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>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</i></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 ("<i>Settlement Date</i>"); 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 <i>Settlement Date</i>; and</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</p>
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<p><i>seu excussionis</i>"), which entitles me/us to claim that AFDA first exhaust its remedies against the principal Student before</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>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>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>21. Proceedings, Jurisdiction, Collection Costs and Default Administration Charges:</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>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>21.1.2 commence legal proceedings to enforce its rights under the suretyship if:-</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>21.1.2.2 I/we are and have been in default under this agreement for at least twenty business days; and</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>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 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</p>	<p>NCA from time to time where a fixed interest rate is applicable to the credit agreement; or</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>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>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>22.1 the Supreme Court Act, 1959;</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>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>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 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, 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>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 notice, order or other document that must be served on me/us will have been properly served when it has been either delivered to me/us or sent by registered mail to my/our last</p>
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<p>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>known address.</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 _____ 2018

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 Prop
 Physical Address: _____

 Tel Number: _____

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2018

AS WITNESS

Full Name: _____
 Physical Address: _____

THE CO-SURETY

Full Name: _____
 ID Number: _____
 Marital Status: Unmarried Married
 If Married: In Community of Property
 Out of Community of Prop
 Physical Address: _____

 Tel Number: _____

APPENDIX B: TUITION AND ENROLMENT AGREEMENT

SECTION A:

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 Withdrawal 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 Withdrawal 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	International levies;
5.4.1.1.4	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 percentage fees are refundable in respect of academic fees only:

- 5.4.2.1.1 100% If a 1st Year student withdraws on or before twenty-one (21) consecutive days from the first (1st) day of the AFDA academic year (i.e. the 1st day of term 1);
- 5.4.2.1.2 100% If a returning student withdraw on or before seven (7) consecutive 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		PLAN B: TWO EQUAL PAYMENTS before 31 March 2018	
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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, and /or place of residence, 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 20_____.

SIGNATURE: STUDENT

SIGNATURE: PARENT/GUARDIAN/FEE PAYER

PRINT NAME AND SURNAME

PRINT NAME AND SURNAME

ID Number

ID Number

FOR AFDA: SIGNATURE OF REGISTRAR

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 _____ 20_____,
IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1

2

.....
FOR AFDA: REGISTRAR

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20_____,
IN THE PRESENCE OF THE UNDERSIGNED WITNESSES:

AS WITNESSES:

1

2

.....
STUDENT

APPENDIX D: CODE OF CONDUCT, COURSE GUIDELINES AND POLICIES AND PROCEDURES FOR STUDENTS

I agree to adhere to the Code of Conduct, Course Guidelines, Academic Yearbook, Term Booklets 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 AID/INSURANCE FOR THE DURATION OF THE YEAR 20.....

IF ANSWERED YES TO THE ABOVE PLEASE COMPLETE THE FOLLOWING:

NAME OF MEDICAL AID

MEDICAL AID NUMBER

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, in..... on this dayof 20....

Student Signature

Parent / Guardian signature

APPENDIX F: ENROLMENT CONFIRMATION LETTER

Re: Enrolment Confirmation 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. **PARENT/ GUARDIAN/ FEE PAYER:** Full Names & Surname: _____

Identity Number: _____

2. **STUDENT:** Full Names & Surname: _____

Identity Number: _____

Student Number _____

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

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

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 _____ 20_____.

AS WITNESSES:

1. _____

Parent and/or Guardian and/or Account Payer

2. _____

Student