


Bursary Agreement Form**For use by NSFAS Head Office**

 higher education & training Department Higher Education and Training REPUBLIC OF SOUTH AFRICA	2019	Application Ref. No	OA20180929 6149004	Bursary No.	
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* ID Number	9706196135084		
* Surname:	Ramashia	Maiden surname (If applicable)	
* First Names:	Nduvho Edward		
Title:		* Date of birth	1997-06-19
Gender	Male		
Disabled	No	Nature of disability	
Home Address (Residential)			
Street Address	Mabvate Village House No 20019		
City/Town	Manenzhe	Province	LIMPOPO
Country	South Africa	Postal Code	0967
Home Telephone		Cell phone	0638533355
Email Address	nduvho.ramashia@gmail.com		

2. PARTICULARS OF UNIVERSITY

Name of Institution	UNIVERSITY OF SOUTH AFRICA	Student Number	
Course of Study (B Science/ B Commerce/ PGCE/ etc)	BACHELOR OF SCIENCE (98801)		
Year/level of study (1st/ 2nd/ etc.)	1st year/level		

1. INTRODUCTION

- 1.1 The Department of Higher Education and Training (“DHET”) has introduced the DHET Bursary Scheme for South African Students who are new first time entrants (“FTEN”) and Students who were funded by NSFAS in 2017 or earlier and who are continuing NSFAS qualifying university students (“Continuing Students) registered at a university and who satisfy the academic and financial criteria to benefit from the DHET Bursary Scheme.
- 1.2 Eligible Students shall, subject to available funds, benefit from the DHET Bursary Scheme and shall receive student financial aid in the form of a NSFAS administered Bursary (“NSFAS Funding”).
- 1.3 No Bursary advance will be made unless the Bursary Agreement has been signed by the Student and, if applicable, by the Student’s parent or guardian, as the case may be.
- 1.4 In the 2018 academic year and every year thereafter for the duration of the Course of Study, the DHET Bursary Scheme shall benefit Eligible Students, provided that the academic criteria for continued student financial aid is satisfied and maintained.
- 1.5 FTEN students will benefit from their first to final year of study provided that the academic criteria is satisfied and maintained.
- 1.6 Continuing Students shall be funded in the form of a Bursary in 2018 and thereafter. All NSFAS debt accumulated by Continuing Students prior to the 2018 academic year shall have to be repaid by the Student in accordance with the Loan Agreement Forms concluded with NSFAS up to and including the 2017 academic year

2 BURSARY PACKAGES

- 2.1 The Bursary Amount awarded to the Student under the DHET Bursary Scheme shall be allocated to the Student in Bursary Packages. Each Bursary Package shall consist of the actual cost of tuition, an amount related to the required prescribed materials.
- 2.2 NSFAS capped allowances for costs related to books, food, accommodation and travel shall only be available to Students who qualify for any or all NSFAS capped allowances. NSFAS determines which allowances are required by subjecting the Student’s application for student financial aid to the NSFAS means test. The Student’s eligibility for any or all allowances shall be determined by NSFAS in its sole discretion
- 2.3 The Student shall not be required to pay any registration fee to the University. An amount equal to the registration fees shall be paid by NSFAS directly to University as soon as reasonably possible.
- 2.4 The NSFAS determined capped allowances shall, subject to the individual financial support required by the Student as determined by NSFAS during the Student’s NSFAS funding application assessment, make available allowances for any or all costs related to food, accommodation, travel and books, where applicable.

- 2.5 The actual cost of tuition refers to tuition fees for the specific Course of Study for which the student is registered at an institution. The actual cost of tuition will be determined by the Institution and will be communicated to the Student and to NSFAS by way of an Institution generated student account statement. NSFAS will disburse an amount equal to the amount reflected in the Institution generated student account statement as soon as reasonably possible after being notified by the Institution.
- 2.6 Prescribed learning materials shall include the learning materials required for the Course of Study pursued by the Student. Allowances shall be made available to enable the Student to access the minimum prescribed materials required for the Course or Study, and required by the student to enable success in the Course or Study.
- 2.7 The NSFAS determined capped allowances for which the Student is eligible shall be made available to the Student:
- 2.7.1 under the NSFAS payment solution; or
 - 2.7.2 as a credit to the Student's account with the Institution.

3 BURSARY CONDITIONS

- 3.1 The DHET has imposed certain conditions and non-monetary obligations on beneficiaries of the DHET Bursary Scheme, including but not limited to:
- 3.1.1 displaying a commitment to the country over the longer term; and
 - 3.1.2 Agreeing to repay the amount of the NSFAS Funding to NSFAS in the event that the Student emigrates to another country.
- 3.2 The Student hereby undertakes that he or she remain in the country and participate in the economy in whichever way is most opportune for them, for at least the number of years they have benefitted from NSFAS funding
- 3.3 In the student's second year of studies and all subsequent years until completion, students will, in addition to their academic studies, comply with service requirements which will be finalised for implementation in 2019.
- 3.4 After the implementation of the service requirements by DHET, the University will monitor the Student's participation in the service requirement activities. This information will be shared by the University to NSFAS.

4 STATEMENTS

NSFAS will make statements available to the Student every 6 (six) months for the duration of the Course of Study. The statements will, among other things, show the amount of Bursary payments made to the Institution and allowances paid to the Student over the preceding 6 (six) months.

5 BREACH AND TERMINATION

- 5.1 NSFAS shall be permitted to terminate this Agreement if the Student does not comply with it and if NSFAS wishes to terminate this Agreement as a consequence of such non-compliance with the NSFAS Bursary Agreement, NSFAS will, at its option be permitted:
 - 5.1.1 to terminate this Agreement in writing; and
 - 5.1.2 to terminate the student's access to and use of the sBux payment platform.
- 5.2 In the event of termination of this Agreement, all sBux allowance issued to the Student, but not yet used, will be cancelled by NSFAS.
- 5.3 NSFAS reserves the right to enforce its rights in accordance with this Agreement.

* ID Number	9706196135084
* Name and Surname	Nduvho Edward Ramashia

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BURSARY AGREEMENT TERMS AND CONDITIONS

2. T'S & C'S INTRODUCTION

2.1 Welcome to NSFAS. We are excited that we have the opportunity to support you in your effort to successfully accomplish your academic goals. Please read these NSFAS Bursary Agreement Terms and Conditions (T's & C's). The information in this annexure to the NSFAS Bursary Agreement forms part of the NSFAS Bursary Agreement and should be read as part of the NSFAS Bursary Agreement. Please remember that NSFAS has a team of friendly and knowledgeable consultants who are available to discuss any aspect of the NSSAS administered DHET Bursary Scheme.

3. BURSARY AMOUNT

- 3.1 The Bursary Amount applicable to this Bursary Agreement will, subject to the availability of funds and such terms and conditions as NSFAS deems appropriate, be equal to the sum total of the actual cost of tuition for the Course of Study referred to in the Bursary Agreement, accommodation made available by the Institution (where required), prescribed learning material and, in certain instances, allowances to defray other costs related food, approved private accommodation, travel and books. The Bursary Amount shall be paid as a credit to the Student's account with the Institution.
- 3.2 Notwithstanding clause 2.1 above, allowances to defray other costs related food, approved private accommodation, travel and books may be administered by NSFAS, in which instance no amount shall be paid to the Institution for allowances.
- 3.3 All payments to the Institution shall be made in accordance with the intervals agreed between NSFAS and the Institution.
- 3.4 Any part of the Bursary Amount which has not been utilized by the Institution to defray the costs of tuition and related costs shall be returned by the Institution to NSFAS, and the Bursary Amount will be reduced accordingly
- 3.5 NSFAS will be entitled, if it so chooses, after this Agreement has been signed but before any part of the Bursary Amount has been paid to the Institution, to amend the Bursary Amount.
- 3.6 NSFAS will not be obliged to notify the Student of any amendments made in terms of this clause 2.5 above, other than by recording the outstanding balance of the bursary amount from time to time in the statement sent to the Student in terms of clause 6 of the Bursary Agreement.

That amended amount will constitute the Bursary Amount for the purposes of this Agreement.

4. ALLOWANCES

- 4.1 NSFAS allowances for food, books, transport and private accommodation are administered by the NSFAS. The NSFAS administered allowances shall be referred to as sBux allowances.
- 4.2 The sBux allowances may only be redeemed (used to buy goods or pay for services) at participating sBux Merchants that have been registered by NSFAS. A list of all registered merchants is available from NSFAS.
- 4.3 sBux allowances may only be redeemed for:
 - 4.3.1 food, non-alcoholic beverages and general merchandise ;
 - 4.3.2 prescribed books and stationery;
 - 4.3.3 accommodation, other than accommodation made available to the Student by the Designated Higher Education Institution, but that has been permitted in terms of the university rules; and
 - 4.3.4 travelling costs other than for transport made available to the Student by the Institution.
- 4.4 The Student shall not be permitted to redeem his or her sBux credits for cash except where NSFAS has specifically agreed in writing to such cash redemption.
- 4.5 sBux allowances may not be redeemed for prohibited purchases which includes, but are not limited to, alcohol products, tobacco products, gambling (including lotto tickets) and airtime or data bundles for phones and other electronic devices.
- 4.6 By accessing and/or transacting on the sBux Service, the Student shall be deemed to have agreed to the terms and conditions that may be specified by NSFAS from time to time.
- 4.7 Subject to the availability of funds and such terms and conditions as NSFAS deems appropriate, the Student's sBux account will be credited in the amount issued to the Student by NSFAS.
- 4.8 The amount redeemed by the Student at a sBux Merchant will be deducted from the value of the NSFAS allowances which have been issued to the Student by NSFAS.
- 4.9 The amount reflected on the sBux account will fluctuate depending on the value of sBux allowances issued and used from time to time.
- 4.10 All charges imposed by the sBux Merchants shall be for the Student's account.
- 4.11 This Agreement and the Student's usage of the sBux payment platform does not modify or replace the terms and conditions of any agreement concluded between the Student and any sBux service providers, e.g. network carriers and banks.
- 4.12 NSFAS shall not be held liable for any loss incurred by the Student for any reason whatsoever, including but not limited to, misuse of the passwords or pin codes, or the use of the Student's password or pin code by a third party.

5. WHO IS ELIGIBLE?

5.1 The DHET has introduced the DHET Bursary Scheme to make student financial aid available to South African citizens who meet prescribed eligibility criteria.

5.2 The various eligibility criteria are set out below.

5.3 Academic Eligibility

5.3.1 Students who have received a written confirmation of admission into a public higher education institution and who meet the criteria for financial assistance shall be eligible for NSFAS Funding.

5.3.2 Continuing Students must satisfy the minimum progression requirements of the institutions, as well as passing a minimum 50% (fifty percent) of all courses in the first year of study, and passing sufficient courses in subsequent years to enable them to complete their studies in the minimum number of years plus one year, N+1 rule.

5.4 Financial Eligibility

5.4.1 The DHET Bursary Scheme will be available to:

5.4.1.1 First Time Entry Students ("FTEN") Students from families with a combined direct gross household income of up to R350 000 (three hundred and fifty thousand Rand) per annum; and

5.4.1.2 Continuing Students from families with a combined direct gross household income of up to R122 000 (one hundred and twenty two thousand Rand).

5.4.2 NSFAS has undertaken a verification of the household income declared by the student to assess the financial means of the household, and has determined that the Student's household income is within the parameters set out in 4.4.1 above.

5.5 First Time Entering Students ("FTEN")

5.5.1 A FTEN is a person who has never been registered at any university and is entering an Institution at an undergraduate level for the first time and for his or her first undergraduate qualification. FTEN Students will benefit from NSFAS Funding subject to satisfying the academic and financial eligibility criteria provided for in this clause 2.

5.5.2 The FTEN will be eligible for NSFAS Funding notwithstanding the fact that he or she may have studied at a TVET college and has benefitted from NSFAS student financial aid while studying at a TVET college.

5.5.3 Any person, regardless of age, shall be eligible for NSFAS Funding provided that they meet the required academic and financial criteria prescribed by DHET.

5.6 Continuing Students

5.6.1 Continuing Students are Students who are registered for a Course of Study in 2018 and who were funded by NSFAS in 2017. Continuing Students shall be awarded as a Bursary which shall not have to be repaid provided that this Student complies with all the terms and

conditions of this clause 2.

5.6.2 This Bursary Agreement does not super cede the loan agreements signed in the previous years of study. All amounts owed to NSFAS in accordance with loan agreements signed in academic years prior to 2018 will be payable in accordance with the terms and conditions of the signed loan agreements. Past loans will not be converted to a bursary.

5.7 Means Test Waived Students

5.7.1 The following Students are Means Test Waived:

5.7.1.1 Students from families who are recipients of child support grants or disability grants administered through SASSA will automatically qualify for NSFAS funding.

6. STUDENT OBLIGATIONS

The Student shall satisfy all the obligations described below in order to remain eligible for NSFAS Funding:

6.1 First Year of Study

The NFSAS Funded Student shall, in the first year of study and every year thereafter, comply with the following academic requirements:

6.1.1 attend and participate in lectures, tutorials and academic support programmes as required by the Institution;

6.1.2 complete all set assignments and/or tasks as required in terms of the due performance requirements of the Institution;

6.1.3 undergo all tests and examinations (written and oral) as required in terms of the due performance requirements of the Institution;

6.1.4 obtain satisfactory results for the above-mentioned assignments, tasks, tests and examinations;

6.1.5 meet the progression requirements of the Institutions, as well as passing at least 50% (fifty percent) of all courses in the first year of study, and passing sufficient courses in subsequent years with the objective of completing the Course of Study in the maximum period of N+1 (minimum number of years prescribed for the Course of Study plus one year).

6.1.6 The Student shall only be permitted to amend his or her Course of Study at the end of the first year of Study. The Student shall be required to complete the Course of Study within the maximum N+1 period reckoned from the commencement first year of study.

6.2 Second and Subsequent Academic Years

The NFSAS Funded Student shall, in the second year of study and every year thereafter, for the duration of the Course of Study:

6.2.1 participate in a minimum of 10 (ten) days or 80 (eighty) hours of community service or special project work, of the student's own choosing from a wide range of possibilities, the purpose of which is to inculcate a culture of giving back and working towards the betterment of our country;

- 6.2.2 The Student may undertake this work at any time during the year, in their vacation time, over weekends, or during the term time in afternoons or mornings where they do not have classes or tutorials to attend;
- 6.2.3 The student must submit a report confirming participation, signed by the manager of the programme supported, once a year; and
- 6.2.4 Confirmation of participation is a requirement for continued funding in the following year.

6.3 Service Commitment

- 6.3.1 The Student hereby undertakes that he or she remain in the country and participate in the economy in whichever way is most opportune for them, for at least the number of years they have benefitted from NSFAS funding.
- 6.3.2 Students who wish to undertake further studies in another country may be permitted to do so, provided that they undertake to return to the Republic of South Africa to participate in the economy for at least the number of years they have benefitted from NSFAS funding.
- 6.3.3 NSFAS Funded Students who wishes to immigrate before the expiry of the service commitment period shall be required to pay back the funds before they leave the country.
- 6.3.4 This amount shall be payable in one lump-sum payment or in such other manner as NSFAS is satisfied.

7. STUDENT WARRANTIES

- 7.1 The Student warrants (i.e. guarantees) that the following facts are true and complete in every aspect:
 - 7.1.1 the particulars of the Student and the information recorded by the Student in the accompanying Bursary Agreement;
 - 7.1.2 the facts stated by the Student in relation to the Student's application for a Bursary from NSFAS;
 - 7.1.3 the Student shall comply with the terms and conditions of this Agreement; and
 - 7.1.4 the Student will at all times obey all the rules and codes of conduct of the Institution, and shall pursue the Course of Study with commitment and dedication.
- 7.2 The Student will inform NSFAS in writing immediately:
 - 7.2.1 if the Institution refuses to register or admit the Student, or expels or suspends the Student;
 - 7.2.2 if the Student receives any other financial assistance in connection with the Course of Study;
 - 7.2.3 If the Student changes course of study during the funding period;
 - 7.2.4 the name, physical and postal addresses, telephone and fax numbers and e-mail address of the Student's employer, both during Course of Study and after completion of the Course of Study;
 - 7.2.5 any change in the information provided to NSFAS in terms of this Clause 3.2.3 above;
 - 7.2.6 any change in the information recorded by the Student in the accompanying Bursary Agreement;

7.3 The Student will, whenever requested by NSFAS, send the following information to NSFAS in writing:

7.3.1 the Student's physical residential address;

7.3.2 the Student's current telephone number and e-mail address, if applicable;

7.3.3 whether the Student is still studying and, if so, what institution the Student is attending, and what Course of Study he or she is pursuing;

7.3.4 whether the Student is employed or unemployed;

7.3.5 if the Student is employed, the name, address and telephone number of the employer, and the total gross monthly remuneration which the Student receives from that employer;

7.3.6 whether the Student has ever been sequestered and, if so, the details thereof;

8. CONSENTS

8.1 The Student and his or her legal guardian or spouse, as the case may be, hereby consents and authorises NSFAS at any time, and from time to time, without the further prior consent of the Student:

8.1.1 to request and obtain any academic or financial information about the Student which NSFAS may require from the Institution or from any employer, bank or other financial institution, or from any person;

8.1.2 to obtain consumer credit information (as defined in section 70(1) of the National Credit Act) relating to the Student and/or his/her parents, guardian or spouse from any credit bureau for any purpose contemplated in section 70(2)(g) of that National Credit Act;

8.1.3 insofar as NSFAS may by law be required to obtain the consent or authorisation of the Student and his or her legal guardian or spouse, as the case may be, to the processing of personal information, the Student and his or her legal guardian or spouse, as the case may be, hereby agrees and consents to:

8.1.3.1 the processing of personal information as may be required to enforce or otherwise give effect to the Bursary Agreement and any other agreement or arrangement concluded between the Student, NSFAS or any other third party contemplated herein or required to give effect to the matters contemplated in this Bursary Agreement, including but not limited to the processing of personal information by NSFAS and by a third party sBux service providers including sBux merchants and other participants under sBux system, where applicable;

8.1.3.2 the disclosure of personal information of the Student and information relating to the details of this Bursary Agreement to the South African Revenue Services, any employer of the Student and the parents or legal guardians of the Student for the purpose of tracing the Student and procuring the collection or recovery of amounts owed to NSFAS by current NSFAS funded students who were funded in 2017 or earlier, if applicable, or ascertaining whether a Student is employed and the amount of the Student's gross remuneration;

8.1.3.3 NSFAS processing, including using, storing and transferring his or her personal

information, including the Student's name and contact details, for purposes of giving effect to and implementing this Agreement and facilitating the Student's access to and use of the sBux service, all NSFAS internal processes, research, exchange of data with other institutions including public universities and TVET Colleges, Government Departments, Banks, Credit Bureaus, Attorneys, tracing agents and NSFAS service providers who assist NSFAS in the administration of the DHET Bursary Scheme;

- 8.2 In the event that the Student becomes obliged to repay any amount due to NSFAS in terms of this Bursary Agreement as provided for in clause 5.4 of the Bursary Agreement, the Student hereby consents to and agrees to any deduction, payment or transfer from his/her bank account or salary, payable by any employer, of the amounts that may be due by the Student to NSFAS under this Bursary Agreement and NSFAS is hereby authorised and empowered to do all things and make any necessary disclosures in order to give effect hereto. In particular the Student undertakes to confirm to any employer that he or she has consented to the deduction from the Student's salary of the requisite amount which the Student is obliged to pay to NSFAS pursuant to the repayment of the Bursary Amount in accordance with clause 5.4 of the Bursary Agreement.

9. PROVISION OF INFORMATION

The Student agrees to provide NSFAS with true, accurate and complete information and documentation required for the purpose of Agreement.

- 9.1 Without prejudice to any remedy which NSFAS may have in terms of this Agreement or in Law, where the information provided by the Student is untrue and or inaccurate, NSFAS may elect to terminate this Agreement and withdraw the Student's access to and use of the sBux service, where applicable.

10. DATA PROTECTION

- 10.1 NSFAS undertakes to ensure that it respects and maintains the privacy and confidentiality of any personal information and data that it may obtain or gain access to and in particular undertakes that it will not process any of the Student's personal information without his/her prior written consent, which consent is provided for in clause 5 of these Bursary Agreement Terms and Conditions.

11. FORMALITIES

- 11.1 These Bursary Terms and Conditions, as read together with the attached Bursary Agreement, Schedule of Particulars, Pre-Agreement and other supporting documents or electronic data, whether or not signed, represents the entire Agreement between NSFAS and the Student.
- 11.2 No variation or consensual cancellation of any provision of this Bursary Agreement will be effective unless it is recorded in writing and signed by both the Student and NSFAS.
- 11.3 NSFAS is entitled to signify its acceptance of any document making up the

Bursary Agreement between the Student and NSFAS by stamping it, or by electronic signature, or otherwise in a manner as NSFAS may choose.

- 11.4 It is however recorded that the failure by NSFAS to sign or otherwise formally indicate its acceptance of the terms of the Bursary Agreement, will not invalidate or otherwise affect the validity of this Bursary Agreement. It is understood that the signature by the Student of the Bursary Agreement and any Bursary Amount advanced by NSFAS after the Student's signature, will constitute the acceptance of the terms of this Bursary Agreement by both Parties respectively

12. INDEMNITY AND LIMITATION OF LIABILITY

- 12.1 The Student and his or her parent or guardian, as the case may be, agrees to indemnify and hold NSFAS, its affiliates, directors and employees harmless in relation to any claim arising from:

12.1.1 any transaction concluded between the Student and any participating sBux Merchant in respect of the purchase of goods and/or services relating to the legality, quality, completeness, suitability or fitness for purpose of such goods and/or services;

12.1.2 payments made to unintended beneficiaries;

12.1.3 the use of the Student's pins or password by any third parties howsoever such parties obtained the Student's pin or password; and

12.1.4 any breach of or non-compliance by the Student of any of the Student obligations contained in this Agreement.

- 12.2 NSFAS shall not be liable for any damages (whether direct, indirect, consequential or special damages) arising from this Agreement or the use of the sBux Service by the Student and/or claims arising in connection with any act or omission of NSFAS, unless such act or omission is grossly negligent or intentionally contravenes the provisions of this Agreement.

- 12.3 In the event that the Student erroneously transfers sBux allowances to an unintended beneficiary, NSFAS shall endeavor to assist the Student to recover or reverse the value of the erroneous transfer, but cannot guarantee that the erroneous transferred sBux allowances will be recovered. Where a sBux allowance has already been redeemed or used up by the intended beneficiary, whether in full or in part, the amount of such sBux allowance, or part thereof, will not be recoverable.

- 12.4 NSFAS shall not be liable in respect of any loss and/or damages incurred by the Student in respect of any transfer or redemption of sBux allowances made in error for any reason whatsoever.

13. LEGAL PROCEEDINGS

- 13.1 NSFAS may recover the Bursary Amount from the Student in accordance with clause 5.4 of the Bursary Agreement. If the Student does not repay the total amount of the Bursary prior to immigrating NSFAS may institute legal proceedings against an immigrating Student. Repayment of the Bursary amount will be subject to compound interest reckoned from the date upon which NSFAS claims the amount from the Student.

- 13.2 The Student acknowledges that, if the Student emigrates prior to contributing to the South

African Economy for at least the period of time that he or she benefitted from the DHET Bursary Scheme, he or she shall repay the total amount of the Bursary and any interest which may have accrued thereon. The Student is required to notify NSFAS of his or her intention to emigrate. If the Student fails to notify NSFAS of this in any manner provided for in this agreement:

13.2.1 the Student will then be in breach of this Agreement, entitling NSFAS to the various remedies contemplated in it, the Student will not be in default for the purposes of section 103(5) of the National Credit Act;

13.2.2 accordingly, until NSFAS becomes aware of the Student's breach, the period of time that a Student is in default, as contemplated in that section 103(5) of the National Credit Act, will not commence; and

13.2.3 the Student will be afforded the protection of 103(5) of the National Credit Act, which limits the amount of interest which may accrue while the Student is in default, only after NSFAS is informed that the Student is in default.

13.3 A certificate signed by a duly authorized officer of NSFAS, stating the fact that repayment has become due, and the amount of the Bursary and interest then outstanding, will be sufficient proof of those facts to enable legal proceedings (including proceedings for default judgment, summary judgment or provisional sentence) to be instituted in any court Magistrate's Court having jurisdiction at the Student's chosen service address to recover those amounts.

13.4 The Student agrees that any Magistrate's Court having jurisdiction at the Student's chosen service address, will have full jurisdiction in respect of such legal proceedings, notwithstanding the fact that the amount of NSFAS' claim may exceed the normal limits of that court jurisdiction.

13.5 The Student will be responsible for all legal costs incurred by NSFAS, namely:

13.5.1 the fees charged by NSFAS's attorneys, on an attorney and own client basis, as agreed between the Student and NSFAS, or as taxed and allowed by the Taxing Master of the Court in which the legal proceedings are brought

13.5.2 all disbursements incurred by NSFAS attorneys, as agreed or as taxed and allowed by the relevant taxing master, and

13.5.3 collection commission at the prescribed rate presently 10% (ten percent) on all amounts collected from the Student by NSFAS' attorneys or collection agencies.

14. DEFAULT AND CREDIT BUREAUS

14.1 In the event that the Student does not satisfy the service commitment and further fails to repay the total amount of the Bursary, NSFAS shall be entitled to submit adverse information concerning the Student to a credit bureau.

14.2 NSFAS must give the Student 20 (twenty) business days written notice of NSFAS's intention to submit adverse information concerning the Student to the credit bureau.

14.3 NSFAS will give the Student 20 (twenty) working days from the date of the letter to settle all outstanding amounts.

14.4 The Student agrees that the period of 20(twenty) working days referred to in clause 10.3 will afford the Student a reasonable opportunity to settle the outstanding amount.

14.5 The credit bureau to which NSFAS will send default information concerning the Student (if

applicable) is the Information Trust Corporation. The current contact details of that bureau are:
Telephone number: 011 214 6901 / 0861 482 4357 or
Fax number: 011 214 6001
www.transunion.co.za

14.6 The Student is entitled, at any time and from time to time

14.6.1 to contact any credit bureau to which NSFAS refers information concerning defaulting Students;

14.6.2 to request the credit bureau to disclose to the Student any information which NSFAS has sent to the bureau concerning the Student;

14.6.3 to request the credit bureau to rectify any incorrect information kept or published by the bureau concerning the Student

14.7 Another option available to NSFAS if the Student fails to make repayments in terms of this agreement, is to commence legal proceedings against the Student, as envisaged in clause 12 of this Bursary Terms and Conditions.

15. BREACH AND TERMINATION

15.1 NSFAS is permitted to terminate this Agreement if the Student does not comply with it and if NSFAS wishes to terminate this Agreement as a consequence of such non-compliance with the Bursary Agreement, NSFAS will, at its option be permitted:

15.1.1 to terminate this Agreement in writing; and

15.1.2 to terminate the student's access to and use of the sBux payment platform.

15.2 In the event of termination of this Agreement, all sBux allowance issued to the Student, but not yet used, will be cancelled by NSFAS.

15.3 NSFAS reserves the right to enforce its rights in accordance with this Agreement

16. CESSION

The Student will not be entitled to cede, assign, transfer or delegate any of his/her rights or obligations under this Agreement without the prior written consent of NSFAS. However, NSFAS will be entitled at its absolute discretion and at any time to cede, assign, transfer or delegate any or all of its rights and obligations under this agreement to any natural or juristic person of its choice.

17. STATUTORY INFORMATION

17.1 On 31 May 2006 regulations were promulgated in terms of the National Credit Act in the Government Gazette No. 28864. In this agreement those regulations (as amended or replaced from time to time) will be referred to as the Regulations

17.2 They oblige NSFAS to provide certain information to the Student with contact information if the Student wishes to lodge a complaint with the National Credit Regulator ("The Regulator")

17.3 If the Student believes that NSFAS has contravened the National Credit Act, the Student may submit a complaint to the Regulator. Any such complaint must be submitted in the form and manner referred to in Regulation 50 of the National Credit Act Regulations

18. ALTERNATIVE DISPUTE RESOLUTION

18.1 As an alternative to submitting a complaint to the Regulator, the Student may refer an alleged contravention of the National Credit Act by NSFAS to either:

18.1.1 a consumer court as defined in section 1 of the Credit Act; or

18.1.2 an alternative dispute resolution agent as contemplated in section 134(1)(b)(ii) of the National Credit Act, for conciliation, mediation or arbitration.

18.2 If the Student does not succeed, by way of the alternative dispute mechanism referred to above, in resolving any dispute with NSFAS concerning an alleged contravention of the National Credit Act, the Student may apply for the appropriate relief to the National Consumer Tribunal established in terms of section 26 of the National Credit Act.

18.2.1 Contact Details of the Regulator:

Telephone: 0860 627 627

Fax: 011 554 2860

www.ncr.org.za

18.2.2 Contact Details of the Tribunal:

Telephone: 012 394 1450

Fax: 012 394 2450

19. ADDRESSES FOR RECEIVING DOCUMENTS

19.1 Any statement or notice referred to in this agreement may be sent to the Student:

19.1.1 by posting it to the home address recorded in the Schedule of Particulars of the Bursary Agreement; or

19.1.2 by sending it to the Student email address recorded in the Schedule of Particulars of the Bursary Agreement; or

19.1.3 by sending it by SMS to the Student cellphone number recorded in Schedule of Particulars of the Bursary Agreement.

19.1.4 The Student chooses the residential home address recorded on Schedule of Particulars of this Bursary Agreement Form as the address at which the Student will accept delivery of all pleadings or other legal processes in connection with this Agreement.

Written notices will be sent to the Student at the residential home address.

Notice and court proceedings may also be served on the Student at this address

19.1.5 The Student may deliver any notices or correspondence to NSFAS in terms of or relating to this agreement to the fax number or the postal or e-mail addresses recorded in Schedule of Particulars of the Bursary Agreement; and

19.1.6 The Student may change his/her cellphone number or home, postal or e-mail addresses by sending a notice to NSFAS by registered post, fax or e-mail.

19.2 All written notices (including legal notices and court proceedings) must be sent to NSFAS at NSFAS:

Second Floor House Vincent,
10 Brodie Road, Wynberg,

Cape Town, 7824 (marked for the attention of the: The Executive Officer).

20. APPLICABLE LAW AND JURISDICTION

This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.

21. MISCELLANEOUS MATTERS

21.1 This Agreement constitutes the whole of the agreement between the Parties relating to the NSFAS administered DHET Bursary and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement, which is not incorporated in this Agreement, shall be binding on either of the Parties.

21.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.

21.3 No latitude, extension of time or other indulgences shall be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement.