



## 16081928

## STUDENT ENROLMENT CONTRACT

- Use a black pen only and write clearly, using capital letters, inside the blocks.
- All pages of the contract must be fully initialled by all the relevant parties.
- Amendments to the contract must be initialled by all parties.
- Correcting fluid ("Tipp-Ex") may not be used.
- Any reference to "student" in this contract implies and includes the meaning "prospective student".
- If the student is a minor (under the age of 18 years), the signature of the parent/guardian is required and will serve as consent and assistance to the student to enter into this agreement.
- If a student is under the age of 25 years, an undertaking by a surety is required, unless the student is financially independent, in which case the student must furnish proof of income sufficient to settle due and payable fees.
- The surety may be the same person as the parent/guardian of the student.
- If a student under the age of 25 years is sponsored by a bursar, an undertaking by a surety, other than the bursar, is still required.

<u>ALL PARTIES WHO SIGN THIS CONTRACT MUST TAKE NOTE: The provisions of this contract are incorporated by reference into the annual registration form.</u>

## \*\*\*PLEASE READ CAREFULLY\*\*\*

- I, **Leeto Eric Modutoane**, **8504215699086**, declare, agree and undertake towards the University of Pretoria (hereinafter referred to as "the University"), if my first registration and/or re-registration is accepted by the University, for the entire duration of my studies at the University:
- that I shall acquaint myself with the content of all the rules, regulations and admission requirements of the University that are available upon request and on the University's website (www.up.ac.za), and that apply to me as prospective student and as student, and to the course or programme for which I am registering, as well as my accommodation in a residence should I take up accommodation in a University residence;
- 2. that upon registration, I legally commit myself to comply with all rules, regulations and admission requirements that are in force, including any amendment thereof or any new rule, regulation or requirement; in respect of which I shall keep myself updated as per clause 1 above;
- 3. that non-compliance with these rules, regulations and requirements will not only represent a breach of contract towards the University, but may also lead to disciplinary steps, which may include expulsion from the University;
- 4. that I hereby cede and transfer to the University my rights, title and interest in respect of any intellectual property, in the widest sense of the word, that I may create or formulate either wholly or in part in the course of any study or research whatsoever I undertake or may undertake at the

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Student	
Spouse of student (if married in community of property)	
Witness	

University or develop or may develop with the assistance of University equipment, except where otherwise agreed to in writing, and I undertake to sign any document, whenever necessary, to cede and transfer the rights concerned;

- 5. that the University is entitled at any time to summarily cancel my registration should I provide false or incorrect information to the University or make any false representation to the University;
- 6. that the University reserves the right to transfer the offering of the course or programme from one campus to another campus;
- 7. that I shall make prompt payment of all fees payable in respect of my studies, the entire duration of my studies, residence and/or associated costs as annually determined by the University;
- 8. that I shall be held liable for every year that admission is granted to any residence of the University, for the full residence fees for the full academic year, even if I leave the residence during the course of the academic year, unless an approved substitute can be found in consultation with the Client Service Centre of the University or an alternative apportionment of fees due to the University can be determined;
- 9. that, in the event of my failure to pay to the University any amount due by me, on time:
  - all outstanding fees owing to the University become due and payable with immediate effect:
  - the University may also claim the following
    - o interest on all payments in arrears calculated as provided for in section 101(1)(d) of the National Credit Act (Act 34 of 2005) at the prime rate, expressed as a percentage per annum, charged by the University's bankers, minus 1 per cent, as determined on 1 February of the applicable year;
    - o all applicable debt collection costs, tracing fees as well as legal costs on an attorney-and-client scale.
  - the University may place a defaulting debtor's name on a list of defaulting debtors maintained and published by any credit bureau and report the default to the National Credit Regulator;
  - the University may, as part of the debt collection process, request and obtain relevant information from a credit bureau or any other institution;
- 10. that the reservation of a place in the residence is subject to the payment of a reservation fee and a breakage deposit, as determined by the University from time to time;
- 11. that if, for whatever reason, I do not take up the residence accommodation, I shall immediately inform the University in writing and shall be liable for payment of an administrative levy;
- 12. that, should an emergency operation or urgent medical treatment be deemed necessary by a medical doctor, the University may at its discretion act in my interest if I cannot take the decision myself, with the understanding that the University will not be liable for any fees payable as a result of such medical treatment;
- 13. that the University reserves the right to suspend or terminate access to any University-controlled premises and/or my accommodation in a residence, in circumstances where my behaviour and/or state of health constitutes a danger to myself and/or my co-students and/or personnel of the University and/or any third parties.
- 14. that the University may, in addition to mail, also communicate with me via SMS or email at my UP-provided email address;
- 15. that during the electronic generation of this agreement I consented to or indicated the following by having ticked the appropriate box;

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PARTIFS (	AND WIT	NESSES)	THAT	HAVE	SIGNED	THIS	CONTRACT	MUST	INITIAI	HFRF

Student	
Spouse of student (if married in community of property)	
Witness	

- that my personal information may not be provided to prospective employers and funding institutions/sponsors
- that information regarding my fees account may not be disclosed to my parent/guardian
- that information regarding my academic progress may not be disclosed to my parent/guardian
- that my academic progress may be disclosed to my bursar, surety and/or the person responsible for the payment of any fees on my behalf to the University
- that my status of my fees account may be disclosed to my bursar, surety and/or the person responsible for the payment of any fees on my behalf to the University
- 16. that the University may disclose to my parent or guardian information of any disciplinary steps that may be taken against me by the University and that this permission is deemed to be permission as contemplated by the Promotion of Access to Information Act (Act 2 of 2000) insofar as it may be applicable and that the disclosure of such information will not be unreasonable as contemplated by the Act;
- 17. that I shall not hold liable or institute any action against the University or any of its employees or any of its representatives for damages or loss of whatever nature I may incur in respect of property owned by me or in my possession;
- 18. that I waive any claim for harm, loss or damages against the University of whatever nature in the event that I choose to at any time make use of University transportation or any lift club;
- 19. that I shall indemnify the University in respect of any harm, loss or damage caused by me to University property or to the property of third parties, whether on University-controlled, or any other premises, as a result of my actions, either whilst on the University premises or whilst engaged in any University-related activity;
- 20. that I accept, agree and understand that the University may keep and process data and documents in electronic format, including the personal data supplied by me in my application form and annual registration form and may use and transfer such data and use such documents in electronic or other format or other formats for University purposes consistent with my relationship with the University as a student and former student; and that the University may use electronically-generated documents in place of the original documents signed by me;
- 21. that the University may perform a reasonable search of my personal belongings, including but not limited to, any bag, container, briefcase or vehicle in my possession, should the University deem it reasonably necessary in certain circumstances in order to, inter alia, safeguard its property, or the property of third parties on the campuses of the University;
- 22. that this contract is valid and enforceable for the entire duration of my registration as student at the University and thereafter until I have met all obligations in terms hereof;
- 23. that the **physical street address** provided herein, or as **updated in my annual registration form**, will serve as my **domicilium citandi et executandi** address this being the address to which all official documentation arising from this contract is to be sent or delivered and the University will be informed immediately in writing of any change in address;

Domicilium citandi et executandi address (physical street address/not postal address): 572 Barbet Street
Water Fall View
Waterfall East Ex18
Halfway Gardens

ALL PARTIES (AND WITNESSES) THAT HAV	E SIGNED THIS	CONTRACT M	UST INITIAL HE	RE
Student				

Spouse of student (if married in community of property)\_\_\_\_\_

Witness

Halfway House 1685 ZAF

Signature of student	Signature of witr	 ness			
Signed at Pretoria on this	day of		20		
25. that I have signed this agree	ement freely and volunt	tarily.			
24. that I have read this docu herein and consider it to be		the content	t, rights ar	nd obligations	contained

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Witness	