



UNIVERSITEIT VAN PRETORIA
UNIVERSITY OF PRETORIA
YUNIBESITHI YA PRETORIA



22544692

**UNIVERSITY OF PRETORIA: STUDENT CONTRACT
BETWEEN
THE UNIVERSITY OF PRETORIA
And
Rohan Suman Dayaram, 0212025306086**

1. Instructions about signing and returning the contract		
1.1 Who must sign this contract		
If you are not 18 years old yet, your parent or guardian must sign the contract too as proof that they give their permission for you to enter into this contract with us. If you are married in community of property then your spouse must also sign the contract.		
If you are under the age of 25 years, the University requires a surety. The surety can be a parent, guardian or someone else. If your studies are being funded by a bursary, we still require a suretyship by a person other than the person or entity who gave you the bursary.		
If you are over the age of 18 but under 25 and ticked the ' <i>Financially Independent</i> ' checkbox, no surety is required. BUT you must attach proof of income in your name to the contract (salary advice or bank statement).		
1.2 How to sign this contract		
<p>You must:</p> <ul style="list-style-type: none"> • print the contract, • initial each page and sign in full on the last page, • submit the signed contract by hand to the Client Service Centre or • send it by post to or courier it to <table border="0"> <tr> <td> Client Service Centre University of Pretoria Private Bag X20 Hatfield 0028 </td> <td> Client Service Centre (Contracts) University of Pretoria c/o Lynnwood Road and Roper Street Hatfield 0083 </td> </tr> </table>	Client Service Centre University of Pretoria Private Bag X20 Hatfield 0028	Client Service Centre (Contracts) University of Pretoria c/o Lynnwood Road and Roper Street Hatfield 0083
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<p>Please:</p> <ul style="list-style-type: none"> • write clearly and inside the blocks, • use capital letters, • use a black pen, • do not use correcting fluid (e.g. tipp-ex). 		

ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE

Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

2. About this contract

This contract, your application form and the annual registration form make up the agreement between you and the University of Pretoria ("the University" or "us" or "we").

The provisions of this contract are incorporated by reference into the annual registration form and it must therefore be read with the annual registration form.

It takes effect when you register for the first time at the University, and is renewed annually when you register again.

3. The university's responsibilities to you

3.1 To provide a high quality education

The University will take all reasonable steps to provide a high quality of teaching and learning in the classroom, online, or in communities

We will provide the support you need to graduate on time.

However, we cannot guarantee that:

- you will graduate on time (to a large degree that will depend on the effort you put into your studies);
- the subjects offered as part of your degree or programme will remain the same;
- the way in which your degree is taught (e.g. face to face or online) will stay the same.

3.2 To look after your health and safety

The University must look after your health and safety and the health and safety of all students, staff or other individuals when they are on University-controlled premises.

If a student or staff member behaves in a way that is dangerous to others or to themselves, the University will take all necessary steps to address the situation, including removing the student from the premises or residences, where appropriate.

If the University has reason to believe that you have an infectious or contagious disease, or suffer from any other illness or condition that may pose a risk to yourself or others, the University has the right to:

- require that you undergo a medical test or treatment,
- to limit your movement on University-controlled premises,
- to refuse access altogether to its premises while tests are being conducted and results are made available, and
- depending on the results of the tests, the University may require further medical tests or treatment to prove that you have recovered.

The University may also perform a reasonable search of your personal belongings if the University believes it is necessary to protect the health, safety and security of its students, staff or other individuals when they are on University-controlled premises and the University's property.

3.3 To protect your personal information

The University explains how we collect, use, and protect your personal information in the [student privacy notice](#). Please read this carefully.

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Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

4. The limits of the university's responsibility

The following terms are very important, because they limit your ability to claim for any harm or damage to you, your property, or the loss of your property while you are:

- on University-controlled property
- participating in or attending any activity relating to your studies;
- participating in sport, cultural or any other official recreational activities;
- using University premises, buildings, equipment, or facilities; or
- staying in or visiting any of our residences or any of our other accommodation.

The University is responsible to ensure that its property, facilities, and equipment are safe and that you are given proper instructions or warnings for their use.

If the University does not meet these requirements, it is responsible for harm or damage caused to you or your property, or the loss of your property as long as your claim falls within section 61 of the Consumer Protection Act 68 of 2008 ("the CPA").

Aside from our responsibilities under the CPA, the University will not be responsible for any harm or damage to you or your property (including damages flowing from claims by your dependents).

The University will not be responsible for any harm or damage caused by you to any other party or property whilst you are a registered student at the University.

The University has limited insurance cover against injuries you might sustain while you engage in activities relating to your studies.

The cover includes activities on campus, in our laboratories, and on field trips.

If you have a claim, you must let the University know immediately.

You must also complete the insurance claim form as soon as possible but not later than 24 hours after the incident.

The University is not liable for any claims that are not covered by this insurance.

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Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

5. The student's responsibilities

5.1 You must follow the University's rules

You agree to follow the policies, rules and regulations that apply to you as a student, including the policies, rules and regulations of:

- the University,
- the particular faculty to which you will be admitted,
- any unit, institute, centre or organisation affiliated to the University,
- any activities you take part in during your studies,
- University accommodation

In this contract we will refer to these policies, rules and regulations as "the rules".

The rules are published in the University Yearbook under General Rules and Regulations and the rules of specific Faculties, on the University's website, on other official communication channels (e.g. ClickUP, notice boards, email notifications) or may be communicated to you by University employees when you take part in a particular activity.

The rules may change from time to time. It is your responsibility to make sure that you understand and follow the latest rules that apply to you.

If this contract contradicts the rules, the rules will apply.

Not complying with the rules may lead to disciplinary action including suspension, expulsion and further legal action (e.g. a claim for damages or criminal proceedings, or both).

5.2 You must make sure your fees are paid on time

You must pay your tuition fees, residence fees and any other fees as indicated on your financial statement and/or account on the dates as communicated by the University from time to time.

You are responsible to make sure that the fees are paid on time, even if your fees are paid by someone else (e.g. a parent/guardian, funder or bursar).

A certificate signed by any manager of the University shall be sufficient proof of any applicable rate of interest and of the amount due, owing and payable by you to the University.

If you do not make payment on time:

- all of your outstanding fees will become due and payable immediately;
- you will be charged interest on all payments in arrears calculated as provided for in section 101(1)(d) of the National Credit Act 34 of 2005 at the prime rate charged by the University's bankers expressed as a percentage per annum, as determined on 1 February every year;
- you will be liable to pay any costs relating to debt collection, including tracing fees, as well as all legal costs on an attorney-and -client scale, or as taxed, to the University;
- you may be listed as a defaulting debtor at any credit bureau and reported to the National Credit Regulator;
- we may, as part of the debt collection process, request and obtain relevant information from credit bureaus, tracing agents or any other third parties in order to collect the debt, to which you consent.

5.3 Pay for medical treatment

If you are in need of urgent medical treatment and the University arranges for medical assistance, you must pay all costs relating to the treatment even if you could not personally give consent for the treatment.

5.4 Do not damage University property or the property of others

You may not damage the University's property or the property of others that is on the University's premises.

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Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

You will be held responsible for any damage to the University's property or the property of others, that is on the University's premises, that you do cause. This clause is applicable whether you were on the University's premises or not.

5.5 Get immediate treatment for infectious or contagious disease or any other illness or condition that may pose a risk to yourself or to others

If you suspect that you have an infectious or contagious disease or are suffering from any other illness or condition that may pose a risk to yourself or to others, you must get medical assistance immediately, and, where appropriate, you must withdraw yourself from all University activities and accommodation and you must take all reasonable steps to make sure that you do not infect other students or staff.

If you do not take these steps you may be held responsible for any claims that are instituted against the University and you may also have to pay all legal fees at an attorney-and-client scale.

5.6 Provide accurate information

You must provide accurate and complete information to the University and may not make any misleading or false representations, for instance, during the registration process.

We have the right to independently verify the information that you give us.

If you do provide inaccurate, false or incomplete or misleading information, the University may cancel your registration immediately.

You must ensure that you update the personal information which the University has about you as soon as it changes.

You must regularly check the information the University has about you to ensure it is still accurate.

5.7 Assign your intellectual property to the University

By signing this contract, you assign to the University all intellectual property rights in any work you create, entirely or in part, during your studies or by using University equipment or resources.

This includes assignments, theses, dissertations, assessment scripts, personal class notes, summaries, posters, presentations, transcripts, recordings, software, hardware, data or databases or any other work created, adapted or amended by you.

You are not entitled to distribute any recordings of lectures or of the notes made during lectures without the University's written permission.

The intellectual property in these works belongs to the University and you may not share or allow others to copy or distribute these works or infringe the intellectual property rights of the University.

These clauses will apply, unless the University has agreed otherwise in writing, that the intellectual property rights may be shared or transferred.

You must avoid infringing on the intellectual property rights of others, including third parties, and are responsible for obtaining permission to use, share or copy the work where necessary. You must take care to avoid committing plagiarism and must acknowledge the work or ideas of others.

This applies to all material made available to you for the purpose of studying such as textbooks, podcasts, illustrations, class notes, online course material, presentations and/or any other teaching and learning aids.

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Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

6. Early termination of this contract

If you terminate your studies, accommodation, or both for any reason:

- before the start of the academic year, you will be liable for an administrative fee;
- during the academic year, you will be liable for a reasonable cancellation penalty.

7. Responsibilities of parents/guardians

If the student is not 18 years old yet, a parent or guardian must sign the contract too as proof that they give their permission for the student to enter into this contract with the University.

By signing this contract, the parent or guardian consents to the agreement between the University and the student.

8. Responsibilities of the surety

If the student is under the age of 25 years, the University requires a surety.

The surety can be a parent or guardian.

If the student is being funded by a bursary, we still require a surety by a person other than the person who gave you the bursary.

By signing this agreement you become a surety and co-principal debtor for all the debts of the student.

This means that the University can hold you accountable for any debt the student owes to it, whether or not the student incurred the debt with your consent.

The University can claim the entire amount including interest, debt collection costs, tracing fees and legal costs that is owed by the student from you without claiming against the student first (in legal terms, you are jointly and severally liable as surety and co-principal debtor).

9. Whole Agreement

The contract comprises the entire agreement between the University and the student and any amendment thereof shall only be valid if it is in writing and signed by both the University and the student.

10. Indulgence

No indulgence, latitude or extension of time which may be allowed by the University to the student shall be regarded to be a waiver of the rights of the University or a novation of the student's liability.

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Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

11. Signatures
11.1 The student
Name: Rohan Suman Dayaram
ID/Passport number: 0212025306086
Email address:
Cell number:
Address for legal notices in terms of this agreement (<i>domicilium citandi et executandi</i>): The physical address provided in your application form or latest registration form will be used if we want to send any legal notice to you.
Signature:
Date:
Place:
Signature of Witness:
11.2 The student's spouse (if married in community of property)
Name:
ID/Passport number:
Email address:
Address for legal notices in terms of this agreement (<i>domicilium citandi et executandi</i>):
Signature:
Date:
Place:
11.3 Parent or guardian (only if you are under 18)
Name: Nirusha Dayaram
ID/Passport number: 7302250172080
Email address: krsna945@gmail.com
Address for legal notices in terms of this agreement (<i>domicilium citandi et executandi</i>): 65 Norrie Avenue Durban North Durban South Africa Durban North 4051 NL ZAF
Signature:
Date:

ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE

Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

Place:				
Signature of Witness:				
11.4 Your surety (only if you are under 25 and not financially independent)				
Is the surety your parent or guardian?	Yes		No	
Name: Nirusha Dayaram				
ID/Passport number: 7302250172080				
Email address: krsna945@gmail.com				
Address for legal notices in terms of this agreement (<i>domicilium citandi et executandi</i>): 65 Norrie Avenue Durban North Durban South Africa Durban North 4051 NL ZAF				
Signature:				
Date:				
Place:				
Signature of Witness:				
11.5 Your surety's spouse (if married in community of property)				
Name:				
ID/Passport number:				
Email address:				
Address for legal notices in terms of this agreement (<i>domicilium citandi et executandi</i>):				
Signature:				
Date:				
Place:				

ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE

Student _____ Spouse of student (if married in community of property) _____ Witness _____	Parent/Guardian _____ Witness _____	Surety _____ Spouse of surety (if married in community of property) _____ Witness _____
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