

Rules and Regulations

I hereby register as a student of the Cape Peninsula University of Technology (CPUT) subject to the following terms and conditions:

1. Included in the rules and regulations of CPUT under this agreement

1.1 I hereby undertake to abide by and comply with all the rules, regulations, policies and procedures of CPUT as amended from time to time and available on the Internet at <http://www.cput.ac.za> or available at the offices of the Dean in question, the contents of which are incorporated herein, and which I have read, understand and agree to. I hereby acknowledge that it is incumbent upon me to make myself familiar with all the rules pertaining to the certificate, diploma or degree programme for which I am registered.

1.2 I agree that CPUT, through its normal governance bodies, may amend any rule, regulation, policy or procedure and that I shall be bound to any such amendment as soon as it may take effect.

1.3 I hereby acknowledge that any rule, regulation, policy or procedure that may be approved by CPUT shall be deemed valid unless a person who challenges the validity of a certain rule, regulation, policy or procedure succeeds in producing evidence to the contrary.

1.4 I agree that a change to my regulated curriculum may only be effected with the approval of the curriculum adviser or Dean in question and any such change must be effected in accordance with the prescribed procedure and within the appointed period.

2. Certificates and documents of entrance

I undertake to submit all the relevant certificates of entrance that may be required (including, but not limited to the official certificate in respect of my CPUT admission, any previous study record and a certificate of conduct) either on registration or with the prior written approval of the Dean in question by the specified date of the current year of study. Any failure to submit such documentary proof within the prescribed periods may result in cancellation of my registration by the University without notice to me and I will be liable for the relevant fees.

3. Tuition fees

3.1 I hereby assume absolute responsibility for the payment of any fees that may fall due as a result of my studies and/or residence at CPUT on the appointed due dates as determined by CPUT from time to time. I further agree to disclose any financial obligation which I may have towards another University/College in the form of student dept.

3.2 I take note that CPUT reserves its rights to claim interest on arrear amounts in terms of the Prescribed Rate of Interest Act 1975 (as amended) read with the regulations promulgated there under.

3.3 I confirm that, in the event of my failure to pay any amount due by me or demanded of me on the due date, all outstanding fees owing to CPUT at that point shall become due and payable.

3.4 I agree that the nature and amount of my indebtedness to CPUT shall at any time be proven by a written certificate purporting to be signed by or on behalf of the Vice-Chancellor of CPUT, acting reasonably and in good faith, which certificate shall constitute prima facie proof in any legal proceedings against me of the contents thereof and of the amount of my indebtedness and the fact that such amount is due and payable.

3.5 I hereby undertake, in accordance with the rules, regulations, policies and procedures of CPUT, to give written notification to the faculty officer concerned in the event that I should decide

- (a) to change my course of study or curriculum;
- (b) to terminate my studies in part or in their entirety;
- (c) not to pursue a particular programme of study in the second semester; or
- (d) failing which notification I shall be indebted in any amount of tuition fees that, owing to my omission, would have become payable to CPUT.

In respect of students not fulfilling their financial obligations on time and as prescribed, the University retains the right:

- (a) to exclude students from University residences;
- (b) to withhold students' examination results or diplomas/degrees;
- (c) to cancel students' registration after the specified dates and to hold them liable for payment of the outstanding amounts as agreed upon and signed in the special arrangement made with CPUT;
- (d) not to allow students to register if the previous years fees have not been paid in full;(unless prior arrangements have been made to settle the debt)
- (e) not to issue a certificate of conduct; and
- (f) to institute legal action against students, who will be liable for all CPUT's legal costs.

4. Amendment to this agreement

4.1

I acknowledge that, unless expressly changed, all the terms of this agreement shall remain in force and shall stand for as long as I am a registered student of CPUT, irrespective of whether or not my studies may be suspended.

4.2

I declare that no amendment or change to this agreement, including this clause, shall be valid unless it has been duly authorised by either the Vice-Chancellor or his/her duly authorised representative.

5. Disclosure of Address to employers

I confirm that my name, address and phone number may be made available to the CPUT Alumni Office and to potential employers for a possible employment opportunity or to such other person as may be indicated if CPUT is compelled by law to adhere to the request.

6. Cession of intellectual property rights

6.1 I hereby assign to CPUT any intellectual property (IP) right that may arise from any incomplete or completed work, including without limitation, any paper, article, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project I may have undertaken or have launched or may undertake or launch at CPUT, irrespective of whether such work has been or may be accepted for examination, in accordance with national IP legislation and the University's policies on intellectual property and contract research.

6.2 I hereby confirm that I accept and shall abide by the requirements on Intellectual Property rights as reflected in the University's IP and Contract Research policies, and that it is my responsibility to make myself familiar with them.

7. Residence in one of the student residences or housing units of CPUT

If I take up residence in one of the CPUT student residences or housing units for students, I hereby undertake to:

- (a) duly complete and sign the application forms obtaining to first-year students' residence, reapplications and lodgings for senior students;
- (b) make myself familiar with all the rules, regulations, policies and procedures pertaining to residence or accommodation occupancy and to comply with these regulations and abide by these rules, policies and procedures;
- (c) take cognisance of the rules governing the following: temporary and/or part-time employment, the period of tenancy, the payment and forfeiture of boarding fees, the closing dates for payments, the closing dates for the cancellation of residence, damage to and restitutional damages in respect of student residences and lodgings, disturbance of the peace, the cancellation of my contract in respect of residence and eviction by the University.

8. General terms

8.1 I declare that, in the event of my being under-age, this agreement is concluded with the privacy consent and assistance of my parents and/or guardian.

8.2 I warrant that all particulars that have been furnished on the registration form are complete, true and accurate.

8.3 I hereby elect, for the purpose of the serving of all process documents and any other notices pertaining to my studies or research at CPUT, the address entitled "domicile address (home address)", as stated on this registration form.

8.4 I hereby agree that, should it be deemed necessary by CPUT (as a result of this agreement) to institute legal proceedings against me, and should I be unsuccessful in such legal proceedings, I shall be liable for the legal costs according to the attorney and own client scale of fees.

8.5 I hereby accept the jurisdiction of the magistrate's court in the event of any action or claim for damages being instituted or brought against me, irrespective of the extent of the action or the measure of damages.

8.6 I hereby consent to an emolument attachment order if CPUT should succeed in any legal action to claim or recover any monies from me.

8.7 I declare that all information/documentation and particulars that have been supplied in respect of my registration are complete, true and accurate. I accept that if I have submitted or submit

false or incomplete information/documentation, my registration may be cancelled without notice and I may be liable for any fees and/or costs payable.

8.9 I undertake to notify the Admission and Registration Centre of any changes to my biographic and/or study permit details.

8.10 I accept that any fees and/or levies due in respect of my studies and/or residence at the University are my sole responsibility and will be paid on the dates prescribed by the University. If a sponsor, guardian or parent discontinues payment for any reason whatsoever, I undertake to be personally liable for the payment of any outstanding amount.

9. Indemnity and Undertaking

I confirm:

- a. That I know, understand and accept that as a student of Cape Peninsula University of Technology, I may be expected in the course of my training to attend various clinics, worksites, hospitals or other institutions, including business enterprises and that I may be expected to participate in field trips and in-service training.
- b. That I know, understand and accept that while attending such training at the various institutions, companies or organisations, as stated in paragraph 1 above, I may be required to assist in various aspects of the services performed by the said institutions, companies or organisations and may even be required to perform certain tasks.
- c. That I know, understand and accept that I have the right to refuse to perform tasks which I consider myself not adequately knowledgeable to perform.
- d. That while performing my tasks, I shall act diligently and professionally.
- e. That I hereby indemnify the Cape Peninsula University of Technology against any claims of whatsoever nature and howsoever arising in respect of any occurrence in which I may be involved either at the Cape Peninsula University of Technology or any of the various institutions, companies or organisations mentioned in paragraph 1 above.
- f. That notwithstanding paragraph (e) above, I specifically indemnify Cape Peninsula University of Technology against liability resulting from the occurrence of any event which exposes me to risk or causes me injury as a result of my participation in the events mentioned in paragraph 1 and 2 above.
- g. I understand and acknowledge that there is no obligation on the Cape Peninsula University of Technology to take out insurance to cover risks to which applicants/students are exposed while studying at the University.
- h. I indemnify the University and waive all rights that I may have or may acquire to claim compensation for loss or damage arising from the conduct (commission or omission) of the University or someone for whose conduct the University is responsible.
- i. The exemption and indemnity will not apply where the liability of the University or person for whose conduct the University is responsible is covered by insurance or a statutory compensation scheme (for example the third party compensation scheme relating to motor vehicle accidents). It will also not apply if the loss or damage arises from the gross negligence of the University or a person acting on behalf of the University.
- j. I declare that in the event of my being a minor (younger than eighteen years), I have the permission of my parent(s)/guardian to conclude this agreement.

10. Domicillium citandi et executandi (physical address for official notices)

10.1 I hereby appoint as my domicillium citandi et executandi for all purposes in terms of this agreement including the service of process, the address set out below.

10.2 I hereby elect, for the purpose of serving all process documents and any other notices pertaining to my studies or research at CPUT, the address entitled "Domicillium citandi et executandi (physical address)" as stated on this agreement form.

11. Surety

Each signatory (hereinafter referred to as the "surety/ies" to this agreement, other than the applicant/student hereby bind/s myself/ourselves as surety/sureties and co-principal debtor's jointly and severally for and with the applicant/student (the principal debtor) in solidum in favour of CPUT for the payment of all debts and due fulfillment of all obligations of whatever nature and however arising which the applicant/student may now or hereafter owe to CPUT (an application fee, for instance).