

STUDENT TERMS AND CONDITIONS

Contract entered into between

Milpark Education (Pty) Ltd trading as Milpark Education and student

1. General

Please read the information contained carefully. The contents of this contract constitute the agreement between the student, his/her Guardian and Milpark Education.

2. The following documentation may be required to be submitted by the applicant, during the application process:

- Copy of Identity document (if South African citizen);
- Copy of passport and study visa (if not a South African citizen);
- Where applicable, copy of Matriculation (Grade 12) Certificate and results.
- Where applicable, copy of tertiary academic transcript/s and certificate/s obtained from other educational institutions;
- Where applicable, copy of academic record and certificate of good conduct should the applicant be transferring from another tertiary education institution or examining body to Milpark Education;
- Where applicable, USAf matriculation exemption certificate;
- Where applicable, SAQA equivalence certificate;
- Additional documentation may be requested for international students;
- Signed terms and conditions;
- Proof of payment;

3. Fees

The student hereby agrees to pay the fees payable for the course(s) selected. Such fees will include admission fees, enrolment fees, assessment fees, course material fees and any other fees applicable to the course selected. Milpark Education reserves the right to increase published tuition fees. Milpark Education reserves the right to withhold examination results until outstanding accounts are settled in full.

Where tuition fees are payable to Milpark Education in instalments, failure to pay any single instalment timeously shall result in the full balance becoming immediately due and payable. Furthermore, Milpark Education reserves the right to charge interest at the maximum permitted amount on all overdue accounts. Milpark Education reserves the right to cede the collection of fees to a finance house or other institution. In this regard, the term "Milpark Education" shall include such cessionary/ies. In such a case, the payment terms of the finance house will apply. The student hereby agrees to be held liable for all legal costs on a scale as between attorney and client, including collection of commission charges and tracing agent costs from the date of hand over by Milpark Education to their attorneys for the recovery of any outstanding fees. The student also hereby accepts that their personal information will be disclosed to the finance house/ other institution mentioned above under these circumstances.

4. Credit approval

By completing and submitting the application form, the applicant authorizes Milpark Education to access any information available to assess his or her application, and also gives Milpark Education permission to conduct a credit check with any credit bureau or third party. The term "contract" is accepted provisionally based on the outcome of the credit check and Milpark Education reserves the right to decline the application if it does not comply with the Milpark Education credit policy or meet Milpark Education's credit -granting criteria.

5. Close of enrolment/registration

No enrolments/registrations will be accepted after the close of enrolment for a particular course/module. The student who misses enrolment for a specific course/module will automatically be registered onto the next available course/module.

6. Incorrect enrolment/registration

Should a student enrol/register for the incorrect course, the student has 10 (ten) working days from date of enrolment/registration to contact the Milpark Education offices in order to change the course/module, except in those instances where the course start has already commenced, all changes must be requested in writing with written notification of acceptance of such. Incorrect enrolment/registration must be updated.

7. Cancellation

Milpark Education must be informed in writing with written notification from Milpark Education of receipt of such cancellation. Your registration may be cancelled before close of registration date at a cancellation fee of 20%. Should you wish to cancel your studies after close of registration date, it will be allowed at a 40% cancellation fee provided that the first formative due date has not passed. Thereafter no cancellations will be considered.

8. Deferral and/or suspension of studies

The student MUST take into account all of the following factors which could impact his/her studies before committing to the timelines applicable to the modules he/she is registering for: personal circumstances, workload, internal work training, travel schedule, pregnancy. No requests for date changes, deferrals or other concessions will be allowed based on these factors.

Students who have completed all their formative assessments and are unable to write the examination, may make application in writing to Milpark Education for a deferral of the examination to the next available examination date. Deferred examinations are granted to students prevented from taking or unable to take assessments as a result of illness, direct unexpected personal circumstances or death or the serious illness of a relative on the day of/or immediately before or during the assessment. Deferral applications are referred to the Academic Committee, which considers each request on an individual basis. Only the Academic Committee can approve or decline requests for deferrals. Your application must be received by the Academic Committee *within 5 working days* from the date on which you should have written the examination of the modules concerned. Applications for deferred assessments must be accompanied by original documentary evidence giving full details as to why you were unable to write the assessments together with a nominal administration fee.

9. Exam venue

Exam venues can be changed under exceptional circumstances if application is made at least 3 (three) weeks prior to the written exam date. Students shall be liable for a change of venue fee. *Not applicable for online short courses.*

10. Workshops/Contact classes

Milpark Education shall have the right at its sole discretion, to postpone or cancel workshops/contact classes in any course/module initially advertised and offered, on the basis of insufficient demand. Milpark Education further reserves the right to combine classes of a similar academic level and content; Milpark Education reserves the right to amend the timetable with notice to affected parties.

11. Legal Declaration of Indemnity

12.1 Neither Milpark Education nor any official employee or representative of Milpark Education acting in his/her capacity as such shall be liable for any damage arising out of:

- i. the death, bodily harm, loss of health or illness of any student howsoever caused; and
- ii. the destruction of or damage to any property owned by or in the custody of any student, howsoever caused.

12.2 The applicant hereby indemnifies Milpark Education against any claim made against Milpark Education in respect of any damage arising out of the fault of the applicant.

12. Additional Terms of Enrolment

13.1 No cancellation of this contract shall be of force or effect without written consent thereto by an authorised officer of Milpark Education;

13.2 Milpark Education is providing application forms and results letters electronically under certain circumstances. The parties recognize that data, documents and other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The definitive version of the documents in question is either the original printed version held by Milpark Education's Consultants or, where appropriate, the electronic version on Milpark Education's website. Milpark Education shall not be held liable for incorrect use of the data described or information contained on these pages.

13.3 The signatories hereto accept that Milpark Education shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons therefore. Milpark Education shall further have the right to alter timetables and course commencement dates in its own discretion;

13.4 Milpark Education shall have the right at its sole discretion, to postpone or cancel any course initially advertised and offered, on the basis of insufficient demand.

13.5 Milpark Education reserves the right to create and apply rules (including due performance requirements), and the student hereby agrees to be bound by such rules. Milpark Education reserves the right to exclude the student from assessments (without in any way detracting from the right of Milpark Education to recover fees payable), and to withhold a student's examination results or to dismiss him/her for failing to pay tuition fees or failing to comply with any rules, or the terms of this contract. The student and other signatories hereby agree to pay any and all tuition fees as and when they fall due at Milpark Education. When failure to do so results in legal or other action being taken by Milpark Education, the liability for all costs relating to such action will fall on any signatories to this contract other than Milpark Education, jointly and severally;

13.6 Where tuition fees are payable to Milpark Education in instalments, the failure to pay any single instalment timeously will result in the full balance becoming immediately due and payable without further notice;

13.7 Fees payable to Milpark Education comprise tuition, course material and enrolment fees for Milpark Education and do not include stationery or other items. Furthermore it shall be the student's responsibility to bear the cost of transport and specialised consumables used during the course, including but not restricted to specialised stationery, stock or textbook requirements;

13.8 The student is responsible for ensuring that he/she has been properly registered with any relevant external institute or examining body where applicable and that he/she has been registered for examinations with such institute or body;

13.9 In case of force majeure (unforeseeable/uncontrollable events), Milpark Education reserves the right to close the institution temporarily. While every effort will be made to resume operating as soon as possible, no warranties are made in this regard and no refund in fees will be made;

13.10 No relaxation, variation or indulgence granted by Milpark Education to the other signatories hereto in respect of this agreement shall constitute a waiver of any rights vesting in Milpark Education in terms hereto, and no reliance may be placed by the student or other signatory hereto or any statement or representation not contained herein;

- a) In the event of the signatories to this agreement, other than Milpark Education, having completed this form incorrectly, or the payment details herein not being in accordance with the requirements of Milpark Education, then such incorrect information or payment details shall be deemed to have been amended so as to be in accordance with the requirements of Milpark Education, without further notice;

13.12 The student must abide by all relevant codes, rules and regulations of Milpark Education for the duration of their studies. These shall include (but not be limited to) the following; which will be made available to you on myMilpark/Forms and Policies or may be requested in hard copy from studentservices@milpark.ac.za.

- a) Milpark **Student Code of Conduct**
- b) Milpark **Website Terms and Conditions of Use**
- c) The student must accept the **Student Privacy Policy and declaration**
- d) The student must accept the **DHET confirmation** of qualification

14. Third Party

Milpark Education engages specialised third-party service providers for the provision of certain learning experiences (examples are business simulation environments and dual-certification courses). Some of these carefully selected third parties are independent entities in foreign territories who are not subject to the Protection of Personal Information Act. These third parties do not process personal information on behalf of or under the authority of Milpark Education. Milpark will exchange the minimum necessary personal information with these third parties for the following purposes where applicable to a course or module: registration on, use of, and assessment in the third-party environment. Milpark Education does not exercise control over these third party's use of your personal information. Should you be directed to a third party site, you are solely responsible for ensuring that you are familiar with their privacy policy or notice and terms. Questions may be directed to privacy@milpark.ac.za.

15. DECLARATION OF AUTHENTICITY

Each student enrolled with Milpark Education is expected to submit his/her own, unaided work. By signing the terms and conditions upon admission with Milpark Education, you acknowledge that the work presented by you is your own, original work and also acknowledge that you understand what plagiarism is and accept what the consequences of plagiarism are. Students who commit plagiarism will face disciplinary action being taken against them.