

Evening Web Course - Contract of Enrolment

A Course Participant Details

First Name/s: _____

Surname: _____

ID Number: _____

Tel No: _____

Email: _____

Postal Address: _____

_____ Code: _____

B Account Payer Details

Company Name: _____

Company's Registration No. _____

Business Address: _____

_____ Code: _____

Name of person responsible for account payment: _____

Tel No: _____ Cell No: _____

Email: _____

Postal Address: _____

_____ Code: _____

Company's Registration No. _____

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ACADEMY
OF
DIGITAL
ARTS

Friends of Design
Academy of Digital Arts (PTY) LTD

2nd Floor
186 Bree Street
Cape Town 8001
T +27 21 402 0303

info@friendsofdesign.net
www.friendsofdesign.net

School Director:
Eva Csernyanszky
CK Reg. No 2009/014115/07



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C Course Details

I wish to enrol in the following course/s: (Please tick the appropriate boxes)

| Evening Courses | Starting Date | (Please tick) |
|--|---------------|---------------|
| 1 12 week Web Publishing - Full course (Evenings) | | |
| 1.1. Adobe Flash Essential Skills (15 evenings) | | |
| 1.2. HTML/CSS Essential Skills (9 evenings) | | |
| 1.3. Wordpress Essential Skills (12 evenings) | | |

D Referral

How did you find out about us ?

From a friend Newspaper

Internet Other

If Other, then please specify: * _____

E Terms and Conditions of Enrolment at Friends of Design – Academy of Digital Arts (hereinafter referred to as “Friends of Design”)

By acceptance to Friends of Design and where the Course Participant has entered upon studies at Friends of Design pursuant to the contract entered into between him/ her and Friends of Design, the Course Participant, lawful guardian and/or sponsor shall, together with the Course Participant, be liable jointly and severally for the due fulfillment of all terms of the Contract of Enrolment. The Course Participant, lawful guardian and/or sponsor are herein collectively referred to as the “Course Participant”.

- The Course Participant will comply with all the rules and regulations of Friends of Design as may be laid down from time to time with the intent and purpose of entering the highest possible academic standard and the best creative results from the whole Course Participant body.
- A minimum of 4 Course Participants is required for the course to commence.
- An enrollment fee of ZAR 1000,00 is required 14 days prior to the commencement of the course. This enrollment fee is subtracted from the course fee, the balance of which must be paid in full on the first day of training for Part Time Courses not exceeding one month of training and monthly in advance by the 3rd day of the month for Part time courses which exceed one month of training.
- In the event of any fees due by a Course Participant being unpaid on due date, the full balance of such fees remaining unpaid shall become immediately due and payable and interest shall be charged by Friends of Design on the amount due from due date of payment at a rate equal to the prime overdraft rate charged from time to time by the bankers of Friends of Design plus 2%.

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- 5 In the event of any fees due by a Course Participant being unpaid on due date Friends of Design reserves the right to suspend the training for the Course Participant in arrears with the payment. The suspension of the training does not affect this Contract of Enrolment and particularly not the Course Participant's obligation to payment of the tuition fees due.
- 6 In the event of any fees due by a Course Participant being unpaid and after a letter of final demand for payment and the Course Participant remaining in breach of his/her obligation to payment of the tuition fees despite seven (7) days written notice of the breach then, and notwithstanding anything to the contrary contained herein, Friends of Design shall be entitled to cancel this Contract of Enrolment and to terminate the Course Participant's registration as a Course Participant of Friends of Design. In the event of such cancellation and without prejudice to any further claim for damages that Friends of Design may have Friends of Design shall be entitled to retain all monies paid in terms of this Contract of Enrolment and to claim payment from the Course Participant for the balance of tuition fees due.
- 7 A statement of accounting reflecting the amount due by the Course Participant is hereby agreed to be prima facie evidence of the amount due and to support an Application for Summary Judgment by Friends of Design against the Course Participant. Friends of Design reserves the right to cede the collection of fees to a finance house or any other institution.
- 8 In the event of any proceedings being instituted by Friends of Design against the Course Participant then, by the signature hereto, the Course Participant consents, in terms of Section 45(1) of Magistrate's Court Act No 32 of 1994, as amended from time to time, to any proceedings which may be instituted in the Magistrate's Court which has jurisdiction in terms of Section 28(1) of the Magistrate's Court, as so amended, notwithstanding the amount of the claim.
- 9 The Course Participant shall be liable for all legal costs and charges on an attorney and client scale incurred by Friends of Design, as well as all tracing costs, collection costs, and any other disbursements which are incurred in recovering monies which may at any time be owed by the Course Participant to Friends of Design.
- 10 Course Participants will not receive reports or attendance certificates unless account is paid up in full.
- 11 No reservation is confirmed until the enrollment fee is paid in full.
- 12 If a course is cancelled by Friends of Design registered Course Participants will be offered to transfer to another course or given a full refund. Friends of Design shall not be liable for any other consequential loss.
- 13 Cancellation of registration by a Course Participant should be made in writing or by email at least 4 working days before the course starts. A full refund of the course fees will be made, less 10% of the enrolment fee for administration costs.
- 14 On cancellation by a Course Participant less than 4 working days before the course commences, the enrollment fee will not be refunded.
- 15 Registered Course Participants who cannot attend may, in writing, provide a substitute or reschedule.
- 16 should a Course Participant fail to arrive for the course, he shall not be entitled to claim any reimbursement and the full course fee will be charged.
- 17 In the event of any Course Participant desiring to terminate studies, for any reason whatsoever, this shall not absolve the Course Participant from full liability for the payment of fees and any other charges.
- 18 The Course Participant's failure to attend lectures for whatever reason shall in no way entitle him/her to a reduction in fees, nor will it absolve him/her or the other Course Participants to this document from full liability for the payment of fees and other charges.
- 19 No cancellation of this contract shall be of force or effect without written consent thereto by Friends of Design;
- 20 The Course Participants hereto accept that Friends of Design shall have the right to vary the course syllabus at any time, without prior notification and without furnishing reasons therefore. Friends of Design shall further have the right to alter timetables and course commencement dates where necessary;
- 21 Friends of Design shall have the right at its sole discretion, to cancel tuition in any course or subject initially advertised and offered, on the basis of insufficient demand. Friends of Design further reserves the right to combine classes of a similar academic level and content;
- 22 The Course Participant hereby indemnifies Friends

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of Design against any risk, loss or damage of whatsoever nature or kind arising out of any claim, which may be preferred against Friends of Design as a result of any happening of whatsoever nature or kind which may take place on the premises of Friends of Design, or in connection with the affairs and activities of Friends of Design in which the Course Participant takes part. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage arising out of the death, bodily harm, loss of health or illness of any Course Participant howsoever caused.

participant to any property of Friends of Design or any other person lawfully on the premises of Friends of Design.

23 Furthermore the Course Participant hereby holds Friends of Design free from any claim of whatsoever nature or kind arising out of any loss or damage which may be suffered by the Course Participant whilst on the premises of Friends of Design or in connection with the activities of Friends of Design, arising from any cause whatsoever. Neither Friends of Design nor any official employee or representative of Friends of Design acting in his/her capacity as such shall be liable for any damage to any property owned by or in the custody of any Course Participant, howsoever caused.

26 The Course Participant accepts that any productions, including film, video, sound tracks, writings, recordings or any other products emanating from Course Participant endeavours during any course at Friends of Design, shall vest in Friends of Design to whom all copyrights and ownership therein shall belong and without whose written permission no use may be made for broadcast or any other purpose.

27 No warranty or representation express or implied or variation of this Contract of Enrolment shall affect the terms hereof unless such warranty of such representation or variation shall be reduced to writing under the hands of the parties hereto.

28 The terms of this Contract of Enrolment shall novate, cancel and supersede the terms and conditions of all prior negotiations, documents, letter or verbal communications between the parties hereto with the intent and purpose that the terms and conditions hereof shall be deemed to constitute the sole memorial of the Contract of Enrolment between the parties.

24 The Course Participant hereby indemnifies Friends of Design against any claim made against Friends of Design in respect of any damages arising out of the fault of the Course Participant.

29 If any provision of the Contract of Enrolment is or becomes illegal, invalid or unenforceable, such provision shall be severed and the remaining provisions shall continue unaffected.

25 The Course Participant shall be responsible to pay for all damage or loss caused by the Course Par-

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E Declarations of Intention

- I,
- a. _____ (Name of Course Participant)
- b. _____ (Name of Account Payer)

confirm that upon acceptance of this Contract of Enrolment I shall be bound by the Terms and Conditions as set out herein, the content of which I have read and understood;

Place: _____ Date: _____

Signature of Course Participant:

Signature of Account Payer:

Acceptance: _____ **Date:** _____

For and on behalf of Friends of Design