



CONTRACT OF ENROLEMENT

- 1 This is a contract of enrolment for Star Quality Performing Arts College. It sets out the rights and duties of the Students and or Parents/ legal guardians of students who enrol at our college.
- 2 In this contract, the words:
 - a) “We”, “our” and “the institution” refer to Star Quality Management (Pty) Ltd ta Star Quality performing Arts College 2014/117223/07
 - b) “You” and “your” refer to the parents or legal guardian, and the payer of the Student named below.
- 3 When you sign this contract, you confirm that you understand and agree to the rights and duties imposed on you in this contract, for example, paying fees on time, being responsible for your behaviour, and ensuring that you and your child/student comply with all policies of the school. If there are any terms and conditions that you do not fully understand, please let us know before you sign.

Details of Student to be enrolled at the College

Name of Student:	
Identity number :	
Date of Birth:	
Programme to be enrolled in:	
Father’s full name:	
Mother’s full name:	
Legal guardian’s name:	
1st Payer’s full names:	
2nd payer full name:	
<small>*only applicable should 1st payer not be able to meet payment requirements</small>	

Declaration by parents and legal guardian

- 4 By signing below, I declare that:
- a) I (the student) , or my mother, father, or legal guardian (as relevant) of the student named above;
 - b) I have read and understood this contract, including the attachments to it and the policies of the College;
 - c) I understand that I and or my parent/legal guardian must comply with the terms and conditions of this contract for the Student to remain enrolled at the College.
 - d) I accept that I am personally responsible to pay the fees on demand from the school. I understand that the College may demand payment of fees from me jointly with any other parent, legal guardian or payer, or separately from me alone. This obligation exists throughout the duration of the contract, even if I am not the stated payer.

Students/Parents shall be invoiced on the basis of the payment method chosen and, where applicable, interest shall apply on the outstanding balance at month end until the account is paid in full. Parents/legal guardian and students remain at liberty to negotiate changes in payment method with the Finance Manager.

In the event of an account remaining in arrears, after due notice has been provided by the college, the Heads of the college may exercise their discretion in implementing suspension measures which, in the event of continued non- payment, may lead to termination of the Contract of Enrolment.

1. General

- 1.1 A non-refundable application fee of TWO THOUSAND (R2000) RAND for full time acting part time Programmes and ONE THOUSAND FIVEHUNDRED (R1500) for SHORT TERM acting Programmes is payable.
- 1.2 Student must pay the full registration fee in order to be a registered Student at the Institution.
- 1.3 Students who fail to pay the full deposit by the 3rd February 2020 will not be allowed to attend classes unless there is a formal written agreement between the Student and the Campus Manager.
- 1.4 In the event that the Student wishes not to study at the Institution or to cancel this contract, he/she shall provide within 20 business days (cooling off period) WRITTEN NOTICE from the date of registration thereof to the Campus Manager. The Student will remain liable from the date of registration for any amount owing to Star Quality performing arts college up until the date of cancellation; and shall be liable for an administration fee of SEVEN HUNDRED AND FIFTY (R750) RAND. The onus vests with the Student to ensure that a request letter is submitted for consideration for the attention of the Campus Manager, which he/she must acknowledge in writing and a

copy given to you. This acknowledgement from the campus manager duly signed and dated will be used to process a cancellation request or effect any refund due, whichever is applicable.

- 1.5 Refunds will only be affected according to the Institution's re- fund Policy and the Student must make a formal application in writing providing a detailed explanation for the refund, to the Campus manager. The onus lies with the Student to retain a copy of the letter submitted to the Campus Manager as proof of refund request. In addition to the Institution's Refund Policy, the refund will only be payable within 21 working days from date of request. Should a student drop out, the deposit and any other instalments paid will be forfeited, in addition, the student will be liable for all remaining fees. Any over payments or refunds that is due to a student must be claimed by student within 6 months of the date of last payment.
- 1.6 In the event that a Student stops attending classes for any reason whatsoever, which includes expulsion, this contract is in force, he/she will remain liable for the full fees and no refunds will be effected.
- 1.7 Star Quality reserves the right to amend/cancel the registration of a Student in the event of insufficient Students' for a particular course.
- 1.8 Star Quality reserves the right to amend the syllabus in line with industry requirements or at the discretion of the Institutions Senate or delegated subcommittee.
- 1.9 Star Quality reserves the right to cede the debt and collection of fees to a Debt Collection Agency. The Student will become liable for costs and fees in terms of the Debt Collections Act, 114 of 1998, payable to the Agency.
- 1.10 It is recorded that the Institution is registered with the Department of Higher Education, thereby ensuring that it meets its Teaching and Learning obligations to Students.

(PARENT/GUARDIAN IF LEARNER IS UNDER 18 YEARS OF AGE) (CAMPUS MANAGER)

TERMS AND CONDITIONS OF CONTRACT

- 1.11 Star Quality will communicate with all Students via sms, print media, postal letters, telephone and or email.
- 1.12 International applicants must be in possession of, and produce, a valid passport, valid study permit, and proof of residence. International students will be obliged to pay the full course fee prior to acceptance of the Students application.
- 1.13 Star Quality is not responsible for any loss or damage to clothing or any personal property of the Student although reasonable pre- cautions will be taken in regard to them.
- 1.14 By his/her signature hereto, the Student/parent/guardian chooses the residential address of the Student on page 1 of this enrolment contract to be his/her domicilium citandi et executandi (i.e. their address for the receipt of court processes and all other notices in terms of this contract).
- 1.15 By his/her signature hereto, the Student/parent/guardian consents to the jurisdiction of the Magistrate's court having juris- diction over his/her person in respect of any

action or proceedings which may be brought against him/her by Star Quality under or arising from this contract even if the amount in issue would otherwise exceed the jurisdiction of such court. Notwithstanding such consent, Star Quality shall be entitled to bring proceedings in any other court of competent jurisdiction without penalty as to the issue of costs.

- 1.16 In the event that either party breaches this contract, the defaulting party shall be liable for any attorney and own client costs, including collecting commission, which may be incurred by the other party.
- 1.17 In the event of the Institution supplying a Tablet PC or any other electronic device to Students, these shall remain the property of the Institution until the Student completes the entire academic programme and until such time as any outstanding fees and academic requirements have been settled and fulfilled in its entirety. Should a Student wish to de-register within the cooling off period, the Student will be liable to pay the cost of the Tablet PC issued to them as indicated in the pricelist.
- 1.18 In terms of the Consumer Protection Act, 2008 (Act No. 68 of 2008) this enrolment form does not constitute a fixed term contract.
- 1.19 In the event of the account being in default, the person signing this agreement hereby consents to Star Quality divulging the personal information contained herein to any 3rd party for the recovery thereof for the outstanding debt. This information that any 3rd party may be privileged to may explicitly be used only to aid in the recovery of the outstanding debt.

2 STUDENT STUDY FEES

- 2.1 Student fees are payable as per the payment options at any branch of First national bank of South Africa Limited or Campus.
- 2.2 Under no circumstances may Student fees be paid either cash or cheque to any staff member or office bearer of the Institution without being issued with an official receipt. The Student or any individual who makes payment on behalf of the Student, shall retain the proof of made to the Institution.

*The onus vests with the Student/payer to retain copies of all receipts for the duration of his/her study and must be produced in the event of any disputes.
- 2.3 Reissue of lost or misplaced manuals/guides will carry a fee of TWO HUNDRED AND FIFTY (R250) RAND per manual/guide, if provided as part of the programme. This Includes electronic study material provided by the Institution that is preloaded or download- ed onto the Tablet PC or similar device.
- 2.4 An administration fee of TWO HUNDRED AND FIFTY (R250) RAND will apply to each "RD CHEQUE" or RETURNED DEBIT ORDER.
 - 2.4.1 Students who request the following will incur an additional cost as follows:
 - 2.4.2 Reprinting of Result Sheet – ONE HUNDRED (R100) RANDS. 2.9.4 Duplicate Certificate – TWO HUNDRED AND FIFTY (R250) RANDS
 - 2.4.3 Academic Record – TWO HUNDRED (R200) RANDS

- 2.5 Students who request a remark of examination scripts will incur a cost of THREE HUNDRED AND FIFTY (R350) RAND after consultation with the Chief Academic Officer.
- 2.6 Supplementary EXAMINATION FEE OF TWO HUNDRED AND FIFTY (R250) RAND is applicable.
- 2.7 All Student fee instalments are due on the 1st of each month and the final payment should be made by the 30th NOVEMBER each year.
- 2.8 In the event of fees being outstanding as per the payment plan/at the time of examinations, the Student may not be allowed to write the relevant assessment without the prior written arrangement from the Campus Manager. Should the Student default in a monthly payment, the entire balance will become payable.

Students Initials & Signature: _____

Parent or Guardians Initials & Signature: _____

- 2.9 The Student and the Account Payer for payment confirm that the information disclosed in this agreement is true and correct and it shall be a material breach of this agreement if the information is found out to be fraudulent, untrue or incorrect.
- 2.10 The Student and the Account Payer for payment undertake to notify us in writing of any changes to the personal information.
- 2.11 The Student and/or Account Payer consents to us obtaining, using and disclosing the personal information to give to an attorney or Debt Collection Agency.

3 Student code of conduct

- 3.1 Every Student, by signing an official registration form, becomes subject to the rules of the Institution ("the rule"), a full copy of which can be obtained from the campus manager, as well as the Institution's disciplinary procedures, combined or referred to in these rules which are administered in terms of the Student Relationship Management Framework.
- 3.2 When a charge of having committed an offence as defined in the rules is pending against a Student, or when, in the opinion of the Institution, such a charge ought to be instituted against a Student, or when a Student has been charged with a serious crime in a court of law, the Institution may order that, until the final disposition of the charge, The Student shall –
- Cease attending lectures or classes;
 - Cease participating in such other activities of the Institution as may be specified; and/or
 - Not enter the premises of the Institution or any specified part thereof.
- 3.3 The registration of any Student who, while a registered Student of the Institution, has been convicted of a serious crime (by a court of law) may at any time be cancelled at the discretion of the Institution. The campus manager/ Disciplinary Committee has the power to, at any time, in his/her discretion, expel any Student who breached a rule of the Institution.

- 3.4 Poster or notices emanating from Students shall not be displayed without the prior approval of the Student Representative Council and Campus Manager.
- 3.5 A Student's Representative Council shall obtain the prior permission of the Institute for any tour or similar activity which involves the absence of Student from classes.
- 3.6 A Student who intentionally or negligently causes damage to any property owned, possessed or occupied by the Institution shall make good such damage.
- 3.7 A Student shall comply with all laws of the Republic of South Africa, whilst on any property or premises owned or controlled by the Institution and/or relating to their studies or any other activity with Institution.
- 3.8 A contravention of any of the following rules is an offence (as defined in the rules):
- No Student shall intentionally or negligently misuse, damage, deface or destroy, or without authorisation, use any building,

Terms & Conditions

- furniture equipment, computer, vehicle, books, notes, documents or by any member of staff of the Institution or by any fellow Student of the Institution;
- No Student shall bring into, possess, use or supply drugs as defined in section 1 of the Drug Trafficking Act, 1992 (Act 140 of 1992), as amended; on to the Institution premises
 - No Student shall in possession of a fire-arm or dangerous weapon while on the Institution premises.
- 3.9 No Student shall:
- Unlawfully and intentionally or negligently cause the death of any person on property owned or controlled by the Institution;
 - Unlawfully assault or inflict any physical injury on any other person;
 - By acts or threats, unlawfully assaults or attempt to assault, any person in a manner designed or intended to achieve sexual intercourse, or any other form of sexual gratification, of whatever nature or degree with the person assaulted;
 - Commit in respect of or upon the person of any other person any act of physical indecency, or by words, conduct or writing threaten to perform any act of physical indecency upon such person;
 - While on any premises owned or controlled by the Institution or while participating in any Institutional activity, by word or gesture address any person in a way that is obscene, indecent or offensive;
 - By words, conduct or writing, propose, suggest or imply to an- other Student, visitor, or member of the staff of the Institution any activity of a sexual nature if the Student knows, or foresees, that the other person would consider such proposal, suggestion or implication is by reason of its sexual nature, offensive, demeaning or intimidatory to the person to whom it is addressed;



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- Steal or attempt to steal any money, property or other valuables; • By deed, word or writing abuse or seriously impair the self – respect or reputation of a Student, visitor, member of staff of the Institution; or
 - Unlawfully invade the privacy of a Student, visitor, and member of the staff of the Institution.
- 3.10 No Student shall cheat in any Institution examination. For the purposes of the rule, cheating shall include:
- The introduction, or attempted introduction, into any place where an examination is about to be conducted, of any book, note, cell-phone or other device or instrument capable of storing, sending or receiving information;
 - The possession, use, or attempted use, during an examination of any book, note, document, cell-phone, or other device or instrument capable of storing, sending, or receiving information, or any other article containing information the use of which is not authorized by the examiner or other examination officer;
 - The removal or attempted removal from an examination room of any examination book or writing paper supplied by the Institution for the purposes of answering an examination;
 - The use of a false name or identity number in an examination; and /or
 - Intentionally or negligently assisting another Student to cheat.
- 3.11 A Student shall not obstruct, or attempt to obstruct any member of the staff of the Institution, or any contractor employed or retained by the Institution, in the performance of their duties.
- 3.12 A Student shall not occupy or be present upon any property or premises owned or controlled by the Institution after being re- quired to leave such property or premises by a member of staff of the Institution acting within the scope of his or her duties.

ACCEPTANCE OF CONTRACT

- 3.13 No Student shall engage in conduct which disrupts or is likely to disrupt teaching, study; research; meeting; ceremonial or social activity at the Institution.
- 3.14 No Student shall unlawfully express, proclaim, publish or disseminate in speech, writing, print or other medium, any views, beliefs or ideology which unlawfully infringes upon the dignity or individual human rights of another Student of category, group or class of Student or any member of the staff of the Institution, or a person invited by the Institution to speak or lecture at the Institute.
- 3.15 No Student shall behave in a manner which is indecent or improper and which thereby brings the Institution into disrepute.
- 3.16 No Student shall offer, present, deliver or tender any officer of the Institution, any document which the Student knows, or ought reasonably to know to be a false or a forgery, and which causes prejudice to the administrative, financial or academic interests of the Institution or which has the potential to cause such prejudice.

- 3.17 No Student shall agree to give, of offer or tender to any staff member of Institution, any pecuniary consideration or other reward in return for any inaction by the staff in an official capacity.
- 3.18 No Student shall set fire to any property belonging to another Student or the Institution or a member of the staff of the Institution with the intent to injure the Institution or such person.
- 3.19 No Student shall unlawfully break into and enter any building room, store, or premises owned or controlled by the Institution.
- 3.20 A contravention of the following rules is a misdemeanour (as defined in these rules):
- No Student shall, while on any property owned or controlled by the Institution, or at Institution function or ceremony, behave in a noisy or riotous manner, or in such a way as to be a nuisance to other Student or to any member of the staff or guests of the Institution;
 - A Student shall obey any lawful order of a member of the staff of the Institution as well as any lawful instruction of the Institution;
 - A Student shall produce a Student identity card upon lawful request by any member of the staff;
 - No member shall organise, institute or engage in any form of initiation of Students, or any campus or residence raids.
- 3.21 No Student is allowed to smoke, consume alcohol or drugs on any property or premises owned or controlled by the Institution.
- 3.22 Students are responsible for resources under their control.
- 3.23 The Student shall accept all the results of Star Quality examinations as final, subject to the standards procedures regarding remarks and disputes.
- 3.24 Students are encouraged to seek the assistance of Companies that offer Work Integrated Learning (WIL).
- 3.25 During WIL, Students should abide by the Host Companies policies and procedures.

I, _____(Student)/(Parent/Guardian if Learner is under 18 years of age)

hereby agree to be liable for the total fee for the duration of the registered acting programme and subject to the policy and conditions stipulated herein. I/We further agree that failure to attend lectures will not absolve me of the liability incurred under this contract.

Signature(Student) _____ Date: _____

Signature: _____ (Parent/Guardian if Learner is under 18 years of age)

Date: _____