

SECTION E: TERMS & CONDITIONS

- 1 If payments fails via Debit order or Post-dated cheque, a R100 administration fee will be charged to your account, plus the fee charged by the bank/s in respect of such reversal.
 - 2 Student's rights to rescind/terminate the agreement
 - 2.1 Full-time National Certificate and Diploma Application
- A full-time registration by a student shall be for the entire period/duration of the courses registered for.

2.2 Full Cancellation

If the consumer or the student (where the consumer is not also the student) registered for the first time to study in an academic year and wishes to cancel their enrolment for that year, the following condition shall apply:

FULL-TIME & PART TIME STUDIES

2.2.1 One-year programmes and other full-time programmes

A consumer or the student may cancel his/her enrolment for the current academic year of study as a whole and shall be exonerated from liability for the tuition fees (but excluding the registration fee and the cost of the notes / books, both of which remain payable , and default administration charges that RM Academy Institute will be entitled to levy) provided that RM Academy is informed within 14days of registration and with written notification of receipt and such cancellation having been furnished by RM Academy. Should the consumer/student wish to cancel such registration, and such cancellation is after 14 days notice period required in terms of this contract then consumer/student shall be liable to pay the reasonable cancellation costs which RM Academy has determined to be reasonable, to be 80% (eighty percent) of the annual fees charged which the consumer/student hereby agree to by his signature.

Where student/consumer register late for a programme, and the programme has commence, the 14 days notice period for cancelation will not apply. The student/consumer will not be entitled to a deposit or Full tuition Fee refund for the course.

3. General

3.1 The student shall not, by reason of his/her failure to attend lectures, be entitled to a reduction in fees, nor will it absolve the student/consumer (where the consumer is not the student) from full liability for the payment of the full fees and other charges. Once a student has commenced attending lectures a student may not cancel this agreement except as provided for herein. Should any payment not be made for a period of three consecutive months then the student and/or the person responsible for payment hereby agree and acknowledge that such students will be barred from attending campus or receiving any tuition material or tuition until such time as satisfactory arrangements have been made with RM Academy and are acceptable to RM Academy. RM Academy reserves the right to exclude a student more than once from its campus.

3.2 No consensual or other cancellation of this contract shall be of any force or effect without consent thereto by authorized director or authorized of RM Academy. The consumer/student is hereby informed that no verbal agreement by any person shall be of force and effect unless the consumer/student has such cancellation confirmed in writing from RM Academy cancelation committee. The by his signature hereto is made aware of the provisions of this clause and hereby acknowledge acceptance thereof. Refunds will take a minimum of 90 days to be paid from date of approval by the cancellation committee. By his/her signature/s hereto the persons responsible or standing surety for the payment of fees and/or any amount due under and/or in terms hereof hereby irrevocably authorize RM Academy to perform such credit checks as it may its sole discretion determined with any recognized credit bureau or the like.

3.3 The right to attend lectures and write examination is not transferable. Accordingly, the student shall attend all lectures in person and shall be the only person in entitle to write examination in respect of the subject forming part of the RM Academy programme for which the student has enrolled. Interests will be charged on all over due accounts as from the date on which such amounts are all become due the at the rate of 15.5 % per annum from which date the person acknowledges to liable to pay interest from until date of final payment. Under no circumstances will any student be permitted to write exams if any amount is outstanding and the full fees and other amounts due under this contract are not paid in full prior to such exam.

3.4 The student/consumer (where the consumer is not the student) accepts that RM Academy shall have the right to vary the programme syllabus at any time, without prior notification and furnishing reasons therefore. RM Academy shall further have the right to alter time tables and programme commencement date at its own discretion, on written notice to the student/consumer. The consumer/student hereby acknowledges and accept that RM Academy shall have the right at all time to vary the terms and conditions hereof. RM Academy shall post such alterations and/or variation on its website (www.revolutionmusicacademy.co.za) as soon is practical in the circumstances and the students attention is drawn to the provisions hereof and the consume/student undertakes to visits such websites regularly to ensure that the consumer/student is fully informed of such.

3.5 RM Academy shall have the right in its sole discretion, to postpone or cancel tuition in any programme initially advertised and offered, on the basics of insufficient demand. RM Academy shall be entitled to combine classes of similar academic level and content.

3.6 RM Academy shall be entitled to create and apply rules (including due performance requirements) and the student hereby agrees to be bound by such rules. RM Academy shall be entitled to exclude the student from lectures and examination (without any way detracting from the right of RM Academy to recover fees payable), and to withhold student's results (or the student's examination results) should the student/consumer, as the case may be, fail to comply with any such rules or the terms of this agreement.

3.7 The student/consumer shall be liable for costs incurred by RM Academy including but not limited to attorney and client fees, collection charges and tracing charges in enforcing the obligations of the student under this agreement to the maximum extent permitted by the National Credit Regulator.

3.8 The fees and other charges reflected on the invoice do not include external institute membership fees, examination fees, notes, books, stationery or either items, which shall be for the account of the consumer/student.

3.9 The student/consumer (where the consumer is not also 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 or the student/consumer (where the consumer is not also the student) has been registered for examination with such Institute or body.

3.10 In the case of an extraordinary event or circumstance beyond the control of such parties, such as war, strike, riot, crime or natural occurrence (e.g., food, earthquake, volcano), RM Academy shall be entitled to suspend lectures and temporarily close any campuses affected thereby. The student /consume (where the consumer is not also the student) shall not by reason of such suspension or closure be entitled to terminate this agreement or claim a refund, fees paid or a reduction on fees payable or any compensation from RM Academy

3.11 No relaxation, variation, or indulgence granted by RM Academy to the student/consumer (where the consumer is not also the student) shall constitute a waiver of any rights vesting in RM Academy in terms hereof, and no reliance may be placed by the consumer or other signatory here or any statement or representation (where the oral, tacit or otherwise) not contained herein.

TERMS & CONDITIONS Continued

3.12 All correspondence must be by way of registered mail, telefax or by hand delivery to RM Academy premises. All correspondence must be received and signed for by RM Academy prior to the applicable cut-off-date as stated elsewhere in this agreement. It is the responsibility of the student to ensure he obtains confirmation in writing form.

3.13 In the event of the signatories to this agreement, other than RM Academy, having completed this form incorrectly, or the payment details herein not being in accordance with requirements of RM Academy, RM Academy shall be entitled to reject the student's application or to require the student complete a new application.

3.14 A student/consumer (where the consumer is not also the student) who receives a promotional item as a result of this enrolment contract hereby acknowledges that RM Academy is not responsible for any repairs, service issues, warranties or performance on relation thereto. These must be referred to the promotional item as a result of this enrolment contract, hereby acknowledge that RM Academy is not responsible for any repairs, service issues, warranties or performance on relation thereto. These must be referred to the promotional item manufacture, service provider, network or agent(s) thereof, as the case may be.

3.15 The student accepts, as stipulated in the RM Academy Assessment Policy (which shall be deemed to form part of this agreement) that as part the assessment of the programme, the student must fulfill certain academic requirements which may include (but are not limited to) the completion and /or sign off of a Portfolio of Evidence or other forms of assessment. The student understands that submission of any academic work should be the intellectual work of the student. Should submission of any academic work not be that of the student, it will constitute fraud, which may result in the expulsion of the student.

3.16 The student will not be allowed on campus when the amount is arrears. RM Academy will not issue any student with a certificate if any outstanding amount is not by the student.

4 Payment

4.1 By their signature hereto any person/s here by authorize RM Academy to enquire from the employers of the persons responsible for payment (including the student and/or surety) the complete details of salary of such including the date on which the salary is paid and the amount.

4.2 Any amount that are due under and /or in terms hereof shall be deducted on the salary date of the person who is responsible for payment.

4.3 Should for any reason whatsoever a debit order be returned unpaid then the person responsible for such payment hereby irrevocably authorizes RM Academy to debit his/her account with amount due on any date as RM Academy may choose and/or to double debit his/her account with the amounts due at the next salary date.

4.4 Charges/bank fees to be recovered from payer if a debit order is rejected

5 Address for receiving of documents.

RM Academy and the student/consumer (where the consumer is not also the student) respectively choose as their addresses for service of legal documents the addresses listed at the top of this agreement. Any party to this agreement may changes its address by delivering to the party a written notice of the new address in the manner specified in the National Credit Act, and any delivery made or attempted at such address chosen by the student shall be proof of completion of RM Academy's obligation with regard to any study material due to the student. The student/consumer warrants that such address is the correct address at which delivery of all material and/or study notes etc. is to be effected and indemnifies RM Academy against any claim for delivery of the student materials, should RM Academy be able to show attempted delivery.

6. Legal Declaration and indemnity 6.1

Neither RM Academy nor any official employees or representatives of RM Academy acting in his/her capacity as such shall be liable for any damages arising out of:

6.1.1 The death, bodily harm loss of health or illness of any customer however caused; and

6.1.2 The destruction of or damage to any own by or in the custody of the customer, howsoever caused.

6.2 The student/consumer hereby indemnifies RM Academy against any claim made (whether for damages, cost, or otherwise) against RM Academy Institute in respect of any action and/or omission of the student/consumer (where the consumer is not also the student).

6.3 The student/consumer by his signature hereto confirms that he is fully aware of the type of cause and that he registers for, and that it is indeed the cause that he wants to register for, and that no representations have been made other than those contained in the official brochure. The student/consumer hereby indemnifies Revolution media Productions (Pty) Ltd against any claim they may have.

7 Accompanying documents

The following material must accompany this application, namely:

7.1 The original and certified copy of the front page of the student's valid identity book (if a South African citizen);

7.2 The original and certified copy of front page of the valid identity book and/or valid passport of person(s) responsible for payment of account;

7.3 Certified copies of student's study permit and front page of valid passport (if not a South African citizen);

7.4 Where applicable, Original and certified copies of matriculation (Grade 12) certificate, or symbols, or School Leaver's Certificate. If the student is awaiting matriculation results, these must be furnished as soon as they become available;

7.5 Original and certified copies of Academic record and certificate of good conduct should the student be transferring from another tertiary education institution or examining body to RM Academy

7.6 Original and certified copies of Confirmation of institute of enrolment where applicable;

7.7 If a payment option other than cash is selected, the student must submit

• Proof of income, being in respect of permanently employed persons.

• The original and certified copies of the most recent salary advice or 3 (three) months bank statement for self employed persons

• Proof of residence of account payer.

7.8 Supporting documentation, should the student require additional time for examinations.

The student/consumer (where the consumer is not also the student) acknowledges that this agreement shall only come into force once the enrolment form is duly completed, the correct documentation is attached and an invoice is issued to the student upon payment of the required registration fee and minimum required deposit.

8. Rules and Regulation

The student/consumer by his signature herein hereby agrees to abide by all rules and regulations of any campus that he may attend and acknowledge that he/she can discipline in terms thereof. The student/consumer further acknowledges that right of admission to any of RM Academy's campuses is strictly reserved and RM Academy may at its own discretion refuse admittance to any student.

9. Entire Contract

The terms and conditions contained herein as well as the terms contained on the RM Academy website (www.revolutionmusicacademy.co.za) shall be the entire contract between the student/consumer and no alteration and any verbal representation and variation or amendment will be of any force and effect unless such is reduced to writing and signed by all parties hereto. Date/Signature of Applicant/ Date/Signature of Spouse (if married)/ Date/Signature of Sponsor

SECTION F: DECLARATION

I, the undersigned applicant, do hereby :

a) Acknowledge that

I understand the provisions of the declarations herein and am bound by the provisions of this registration, and the rules and procedures of RMA currently in force and/or which may be amended at a later date.

b) Acknowledge that I have familiarised myself with the prospectus of the relevant programme for which I have applied to register and certify that the information provided in this form is accurate and complete.

c) Confirm that I have to satisfy the requirements of due performance as laid down by RMA.

d) Hold myself responsible for the payment of full tuition fees relating thereto, notwithstanding the fact that my employer/sponsor has undertaken to pay the full tuition fees relating thereto.

e) Agree that where tuition fees are payable to RMA in instalments, failure to pay any single instalment timeously will result in the full amount owing becoming due and payable immediately.

f) Agree that RMA shall be entitled to recover from me all legal costs incurred in order to enforce its rights under this contract, including, but not by way of limitation, attorneys and own client fees and collection charges and all tracing charges.

g) Agree that RMA reserves the right to withhold programme/module results should there be any default in payments according to this signed Enrolment Contract.

h) Accept that if I choose a payment plan, I am in a position to fulfil my financial obligations to RMA.

i) Accept that I may cancel my registration for the current year of study as a whole and shall be exonerated from the liability for the full fee (excluding the registration fee) provided that RMA is informed in writing within 14 days of registration.

j) Agree that RMA may approach credit agencies with a view of ascertaining my credit record and that in the event of me being in arrears with this account or failing to pay it, then RMA shall have an irrevocable right to inform credit agencies thereof.

k) Agree that should my account not be settled within the stipulated date my chosen plan option will be converted to plan 3. Non-settlement of plan 3 will attract a penalty.

l) Acknowledge that a certificate issued by RMA, MICT, DHET or QCTO shall be proof of the full amount owing by the student for the purpose of all legal proceedings.

m) Acknowledge that, notwithstanding the existence of appeal processes, the academic judgement of RMA will be regarded as final.

n) Accept and agree to adhere by the rules, policies and procedures as set out by RMA.

o) Agree to pay the non-refundable registration fee, which is included in all fees.

p) All learning materials and resources are to be used by the registered student only and cannot be shared or replicated under any circumstances, in part or full at any time. RMA has a vested right to all learning material, resources and related intellectual property. Confidentiality constitutes a serious aspect of the relationship between the student and RMA .

I _____ (Student name & surname) acknowledge that i have read and undertood the contents of the declaration set out on the enrolment contract

Signature: _____ Date: _____

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