



Dear Prospective Student

Thank you for enquiring about the BEd Honours Degree offered by the University of Pretoria. You can choose between the BEd Honours in Education Management Law and Policy, Computer Integrated Education or Learning Support.

**Please download this document to your phone/device** and familiarise yourself with the content.

**To Enrol:**

Please have the following ready and include it with your application:

- 2 x certified copies of your ID
- A certified copy of your qualifications
- If paying via Fundi (only government employees) – a copy of your latest salary advice (not older than 2 months)
- If paying cash in full – proof of payment
- If paying via deposit and debit order – proof of payment of the deposit

To enrol, please print the application form, complete it in full, and email it to [marketing@edutel.co.za](mailto:marketing@edutel.co.za) . Please also send us the original - **courier** it to Edutel Services Company, ABSA Building, 1<sup>st</sup> floor, Cnr Ontdekkers Road & Crane Avenue, Horizon, 1724.

Should you require any further information, please send us a WhatsApp, or call us on this number or on (011) 760-4251.

There is no better time to enrol than now!



Tel: (011) 760- 4251/2  
Fax: 086 274 9992



ABSA Building, 1st Floor  
Cnr Ontdekkers Road & Crane Avenue  
Horizon, 1724



edutel@iafrica.com  
www.edutel.co.za



P.O. Box 23009  
Helderkruijn, 1733

assignment in that module. However, it will be necessary to enrol for the module and pay the assignment fee again. Further attempts, if required, will be only permitted after the student has re-enrolled for the module and paid the full tuition fee. The same process will apply for the final submission of non-examination modules, for example: Research Proposal and Research Report.

### Electronic learning material and study information

Distance Education programmes are offered in a blended mode. However, learning material is only available online. All distance education students enrolled at UP will therefore be able to access all the learning material and study information on the University's Learning Management System (clickUP) and the Library. This information includes assignment guidelines, learning guides and administrative letters

### Enrolment

Students can apply for enrolment at any time during the year. However, final enrolment can only take place after attendance of the prescribed ICT requirements. Students must enrol before 1 September in order to complete Assignment 3 in April of the following year, or before 1 March to complete Assignment 3 in October of the same year. No late new applications for enrolment will be accepted. Application forms must be accompanied by certified copies the student's ID document, qualifications obtained and salary advice received within the last two months. (This is only applicable for students applying for a study loan.)

### HOW TO APPLY:

#### Online application

<https://www.up.ac.za/online-application>

The following certified documents must accompany all applications:

- Identity documents
- Official academic records indicating completion dates and/or copies of dated certificates for qualifications obtained

Note: Supporting documents without completion dates will not be accepted. The applicant must alternatively provide an official letter from the institution where the qualification was obtained, confirming the date of completion.

### Study costs

#### Method of payment

##### *Payment by means of a loan from Fundi:*

Students who have an appointment in the public service can apply for a study loan through Fundi. This loan is repayable over a period of up to 30 months by means of a monthly salary deduction.

These amounts are available until 30 September 2023

#### **BEdHons (Computer Integrated Education)**

#### **BEdHons (Learning Support)**

#### **BEdHons (Education Management, Law and Policy)**

Installments through Fundi: R1 085.19 (30 months)

Study cost: R32 555.42

Single payment: R27 060.00

### Installment payments

Initial payment at registration: R10 000.00

Installments : R1 550.91 (11 months)

Figures are subject to change without prior notice – for any updates, please refer to the University of Pretoria's web page.

A copy of the deposit slip must be emailed to [de.admin@up.ac.za](mailto:de.admin@up.ac.za). The student should keep the deposit slip for reference purposes. Always quote your student number as a reference on the deposit slip – without the reference number the payment cannot be processed. (If your student number is not available, please use your ID number as a reference.)

### Details of the University's bank accounts are as follows:

#### Standard Bank

Branch: Hatfield

Branch code: 01 15 45 15

Account number: 01 260 260 4

Swift code: SBZAZAJJ

#### Absa

Branch: Hatfield

Branch code: 63 20 05

Account number: 214 000 0054

Swift code: ABSAZAJJCT

Payment into the University's bank accounts and card payments are processed in batches by the bank. The processing of payments usually takes two working days and will not be reflected on your account on the day of the transaction

The application form for the loan is included in "Application for Registration for Studies". Cancellation of studies may take several months to process and costs will be deducted from any refunds.

The University revises study fees in September each year and introduces the revised fee structure on 1 October of the same year.

### Contact details

Student Administration: Distance Education	Edutel (for enrolment)
Tel: 012 420 4670 Fax: 012 420 3951 / 5412 or 086 625 2785 or 086 625 2801 Email: <a href="mailto:de.admin@up.ac.za">de.admin@up.ac.za</a> Website: <a href="http://www.up.ac.za">www.up.ac.za</a>	Tel: 011 760 3608 Fax: 086 274 9992 Cell: 072 065 3587 Email: <a href="mailto:edutel_upta@iafrica.com">edutel_upta@iafrica.com</a> Website: <a href="http://www.edutel.co.za">www.edutel.co.za</a>
<b>Postal address:</b> Student Administration: Distance Education Faculty of Education Private Bag X21 Hatfield 0028	<b>Postal address:</b> PO Box 23009 Helderkruin 1733
<b>Physical address:</b> Student Administration: Distance Education Letlotlo Building Ground Floor Groenkloof Campus Cnr George Storrar Drive and Leyds Street Groenkloof Pretoria	<b>Physical address:</b> <b>Roodepoot:</b> 1st floor Absa Building Cnr Ontdekkers Road and Crane Avenue, Horison <b>Durban:</b> 5th floor Mansion House 12 Joe Slovo Street <b>Cape Town:</b> 1st floor Nobel Park Old Paarl Road, Belville

Date of issue: September 2022



Faculty of Education

Fakulteit Opvoedkunde  
Lefapha la Thuto

# Distance Education Programmes 2023

### BEdHons in:

- Computer Integrated Education
- Learning Support
- Education Management Law and Policy

[www.up.ac.za/education](http://www.up.ac.za/education)

## BEdHons

The BEdHons degree is a postgraduate qualification. After obtaining this qualification, students may enrol for a master's degree in education. All the modules in this programme have been adapted to be offered online with strong web support.

### Minimum admission requirements

#### Academic requirements

Candidates can be admitted if they hold one of the following qualifications:

- A bachelor's degree and a teacher's diploma/Postgraduate Certificate in Education (e.g. BA + PGCE)
- A four-year composite degree in Education (e.g. BEd, BAEd)
- A former BEdHons degree on Level 7

A holder of another M+4 teacher's diploma, such as a former HED, must first complete a new Advanced Diploma at Level 7 in a cognate field before they can be considered for entry to the BEdHons.

#### Additional requirements

Prospective students must complete information and communication technology (ICT) training, offered by UP, either online or by contact, for the BEdHons degrees. This training includes familiarising students with the Blackboard online learning platform used by the University (clickUP). Prospective students must have access to a computer, as well as to the internet and must sign a declaration stating this.

### Study programme

The study programme is designed to enable students to complete two modules in a programme cycle. The modules are combined into four blocks of two modules each.

#### BEdHons (Computer Integrated Education)

##### Block 1:

NMQ 734: Educational Research Methodology\*  
EDS 733: Philosophy and Social Imperatives of Education

##### Block 2:

CDD 733: Curriculum Development  
API 733: Assessment Approaches and Instruments

##### Block 3:

NMQ 735: Research Proposal\*  
CTM 733: Instructional Tools and E-learning

##### Block 4:

CIE 781: Research Report\*  
CIT 733: Computers as Cognitive Tools  
\* Students are obliged to successfully pass NMQ 734 and NMQ 735 before being able to enrol for CIE 781.

#### BEd Hons (Learning Support) - Focus on Early Childhood Education

##### Block 1:

NMQ 734: Educational Research Methodology\*  
EDS 733: Philosophy and Social Imperatives of Education

##### Block 2:

CDD 733: Curriculum Development  
ILN 733: Identification of Learners' Needs

##### Block 3:

NMQ 735: Research Proposal\*  
LSG 733: Learning Support

##### Block 4:

LSG 781: Research Report\*  
JGS 733: Early Intervention in Numeracy and Literacy  
\* Students are obliged to successfully pass NMQ 734 and NMQ 735 before being able to enrol for LSG 781.

#### BEd Hons (Education Management, Law and Policy)

##### Block 1:

NMQ 734: Educational Research Methodology\*  
EDS 733: Philosophy and Social Imperatives of Education

##### Block 2:

CDD 733: Curriculum Development  
LVO 733: Management and Leadership in Education Law and Policy

##### Block 3:

NMQ 735: Research Proposal\*  
ELP 733: Education Law and Policy

##### Block 4:

WEM 782: Research Report\*  
EDM 733: Education Management  
\* Students are obliged to successfully pass NMQ 734 and NMQ 735 before being able to enrol for WEM 782.

In line with new national requirements for an honours degree, all students must successfully complete a research proposal and a research report in order to qualify for the degree.

### Duration of programmes

The minimum study period is two years (with four final assessment opportunities) and the maximum study period is five years (with ten final assessment opportunities).

### Programme cycle

The academic programme runs in six-month cycles: October to March, and April to September. During these months, students are actively engaged in the academic content and activities of their relevant modules. Although a student has five years to complete a programme, it is better to work hard and finish one's studies in the shortest period of time.

All graduation ceremonies are conducted at the University of Pretoria, Gauteng.

### Learning material

Once a student has enrolled for a programme, they will gain access to all learning resources online.

### Language

The BEdHons degree is offered in English. Correspondence between the University and students will only be in English.

### Student support

The University has developed extensive academic support structures to help students succeed in their studies.

These include the prerequisite clickUP orientation session, online tutorial support, short contact sessions, assignments, e-library facilities, SMS messages and an enquiry call centre service.

### Virtual contact sessions

In a six-month cycle, three virtual contact sessions will take place during the COVID-19 lockdown period.

They will usually take place on a Saturday in order for students to attend off-campus:

SCS 1: Orientation  
SCS 2: Consolidation  
SCS 3: Preparation for final assessment

The presentations will also be available online after the contact sessions. It is important that you register for the contact sessions for each module. The registration form will be available on Google forms. You will receive a link via SMS.

### Assignments

Students must complete and submit assignments online according to the due dates stipulated in each module. The submission of all applicable assignments in each module is compulsory. It is compulsory to submit Assignment 3 as the final assessment of that specific module.

### Communication by SMS

The University makes extensive use of SMS technology to communicate information to students. SMSs are sent out to inform students when to register for contact sessions, as well as to communicate reminders and general information.

### Admin Booklet

Students have access to admin information booklet. Students access the Admin Booklet digitally on clickUP from the start of their studies. This booklet contains detailed information about administrative and logistical issues.

### E-library

Each module has a dedicated e-library page that provides access to all resources required to complete learning activities.

### Assignment

Assessment takes place in March/April and then again in September/October.

### Assignment registration levy

An assignment registration levy is payable for each module. The levy to write the first assignment is included in the initial fee for the programme. Should a student fail a module at the first attempt, they will be given another opportunity to write the

**Application for Admission****University of Pretoria – Faculty of Education****Distance Education**Contact: [de.admin@up.ac.za](mailto:de.admin@up.ac.za)
 UNIVERSITEIT VAN PRETORIA  
 UNIVERSITY OF PRETORIA  
 YUNIBESITHI YA PRETORIA

**NOTE:** This application form must be returned to:  
 Edutel via e-mail: [edutel\\_upta@iafrica.com](mailto:edutel_upta@iafrica.com)  
 or delivered by hand/couriered to:  
 Edutel Services Company  
 ABSA Building, 1st Floor,  
 Cnr Ontdekkers Road & Crane Avenue  
 Horison  
 1724  
 WhatsApp: 072 065 3587

Admit Term							
Student number							

**Contact: [edutel\\_upta@iafrica.com](mailto:edutel_upta@iafrica.com)**

**Study choice:**

Study programme code	
Description	

**Personal Details:**

Title	
Surname	
First Name	
Middle Name	
Preferred First Name	
Maiden Last Name	
Date of Birth	
ID number	

**Contact Details:**

Home Telephone number	
Cell Phone number	
Email address	
Physical address	

**Disability: (mark with a X)**

Yes		No	
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**Tertiary Education:**

Level			
Description of program			
Institution			
City			
Type of study	Undergraduate	<input type="checkbox"/>	Postgraduate
Start Date			
End Date			
Status	Completed	<input type="checkbox"/>	Uncomplete
NQF level			

Level			
Description of program			
Institution			
City			
Type of study	Undergraduate	<input type="checkbox"/>	Postgraduate
Start Date			
End Date			
Status	Completed	<input type="checkbox"/>	Uncomplete
NQF level			

Level			
Description of program			
Institution			
City			
Type of study	Undergraduate	<input type="checkbox"/>	Postgraduate
Start Date			
End Date			
Status	Completed	<input type="checkbox"/>	Uncomplete
NQF level			

Documentation: please **attach** the following certified copies to this application:

- ID document (2 copies if you apply for the FUNDI loan)
- Salary advise – not older than 3 months (if you apply for the FUNDI loan)
- All qualifications

**Method of payment: (mark with X)**

FUNDI loan	Please find attached on this document	<input type="checkbox"/>
Cash	Please note that you need to pay the R10 000 registration fee as soon as you are academically approved. After payment is received the DE Admin Offices will activate your application and pre-register all modules on your profile	<input type="checkbox"/>

**PERSONAL DECLARATION OF RESPONSIBILITY**  
**Unit for Distance Education**  
**Faculty of Education, University of Pretoria**

With regard to all research projects that I conduct in the course of my studies in the Unit for Distance Education at the University of Pretoria:

1. I declare that I agree with the Research Ethics Committee in the Faculty of Education about the need to –
  - develop among students and researchers a high standard of ethics and ethical practice in the conceptualisation and conduct of educational research;
  - cultivate an ethical consciousness among scholars, especially in research involving human respondents; and
  - promote among researchers a respect for the human rights and dignity of human respondents in the research process.
  
2. I am committed to the principles of –
  - *voluntary participation* in research, implying that the participants might withdraw from the research at any time;
  - *informed consent*, meaning that research participants must at all times be fully informed about the research process and purposes, and must give consent to their participation in the research;
  - *safety in participation*; in other words, that the human respondents should not be placed at risk or harm of any kind, e.g. research with young children;
  - *privacy*, meaning that the *confidentiality* and *anonymity* of human respondents should be protected at all times, and
  - *trust*, which implies that human respondents will not be subjected to any acts of deception or betrayal in the research process or its published outcomes.
  
3. I undertake not to make use of another student’s previous work and submit it as my own. I also undertake not to allow anyone to copy my work with the intention of using it as his/her own work. I know that such unacceptable practices are called plagiarism and that the University deals very strictly with such cases and may suspend my studies if I am found guilty of such transgressions.
  
4. Involvement of Students in Operational Research  
 The Unit for Distance Education conducts operational research on all aspects of the programs on a continuous basis. This is with the sole aim of improving the service we render to students. Note that some of the results from the research areas sometimes presented in conference papers and articles. Participation is voluntary and we will ensure your anonymity.

<b>Name and Surname</b>	<b>Signature</b>	<b>Date</b>
<b>UP Student Number (if available)</b>	<b>ID Number</b>	

# **NOTE:**

**THIS APPLICATION FORM MUST BE  
RETURNED TO EDUTEL**

Via e-mail: [edutel\\_upta@iafrica.com](mailto:edutel_upta@iafrica.com)

Or deliver by hand or courier to:

Edutel Services Company

ABSA Building, 1st Floor

Cnr Ontdekkers Road & Crane Avenue

Horison

1724

WhatsApp number: 072 065 3587



**UNIVERSITY OF PRETORIA: STUDENT CONTRACT  
BETWEEN  
THE UNIVERSITY OF PRETORIA  
And**

<b>1. Instructions about signing and returning the contract</b>		
<b>1.1 Who must sign this contract</b>		
If you are not 18 years old yet, your parent or guardian must sign the contract too as proof that they give their permission for you to enter into this contract with us. If you are married in community of property then your spouse must also sign the contract.		
If you are under the age of 25 years, the University requires a surety. The surety can be a parent, guardian or someone else. If your studies are being funded by a bursary, we still require a suretyship by a person other than the person or entity who gave you the bursary.		
If you are over the age of 18 but under 25 and ticked the ' <i>Financially Independent</i> ' checkbox, no surety is required. BUT you must attach proof of income in your name to the contract (salary advice or bank statement).		
<b>1.2 How to sign this contract</b>		
<p>You must:</p> <ul style="list-style-type: none"> <li>• print the contract,</li> <li>• initial each page and sign in full on the last page,</li> <li>• submit the signed contract by hand to the Client Service Centre or</li> <li>• send it by post to <span style="float: right;">or courier it to</span></li> </ul> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Client Service Centre University of Pretoria Private Bag X20 Hatfield 0028</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Client Service Centre (Contracts) University of Pretoria c/o Lynnwood Road and Roper Street Hatfield 0083</p> </td> </tr> </table>	<p>Client Service Centre University of Pretoria Private Bag X20 Hatfield 0028</p>	<p>Client Service Centre (Contracts) University of Pretoria c/o Lynnwood Road and Roper Street Hatfield 0083</p>
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<p>Please:</p> <ul style="list-style-type: none"> <li>• write clearly and inside the blocks,</li> <li>• use capital letters,</li> <li>• use a black pen,</li> <li>• do not use correcting fluid (e.g. tipp-ex).</li> </ul>		

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<p>Student _____</p> <p>Spouse of student (if married in community of property) _____</p> <p>Witness _____</p>	<p>Parent/Guardian _____</p>   <p>Witness _____</p>	<p>Surety _____</p> <p>Spouse of surety (if married in community of property) _____</p> <p>Witness _____</p>
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<b>2. About this contract</b>
This contract, your application form and the annual registration form make up the agreement between you and the University of Pretoria ("the University" or "us" or "we").
The provisions of this contract are incorporated by reference into the annual registration form and it must therefore be read with the annual registration form.
It takes effect when you register for the first time at the University, and is renewed annually when you register again.

<b>3. The university's responsibilities to you</b>
<b>3.1 To provide a high quality education</b>
The University will take all reasonable steps to provide a high quality of teaching and learning in the classroom, online, or in communities
We will provide the support you need to graduate on time.
However, we cannot guarantee that: <ul style="list-style-type: none"> <li>• you will graduate on time (to a large degree that will depend on the effort you put into your studies);</li> <li>• the subjects offered as part of your degree or programme will remain the same;</li> <li>• the way in which your degree is taught (e.g. face to face or online) will stay the same.</li> </ul>
<b>3.2 To look after your health and safety</b>
The University must look after your health and safety and the health and safety of all students, staff or other individuals when they are on University-controlled premises.
If a student or staff member behaves in a way that is dangerous to others or to themselves, the University will take all necessary steps to address the situation, including removing the student from the premises or residences, where appropriate.
If the University has reason to believe that you have an infectious or contagious disease, or suffer from any other illness or condition that may pose a risk to yourself or others, the University has the right to: <ul style="list-style-type: none"> <li>• require that you undergo a medical test or treatment,</li> <li>• to limit your movement on University-controlled premises,</li> <li>• to refuse access altogether to its premises while tests are being conducted and results are made available, and</li> <li>• depending on the results of the tests, the University may require further medical tests or treatment to prove that you have recovered.</li> </ul>
The University may also perform a reasonable search of your personal belongings if the University believes it is necessary to protect the health, safety and security of its students, staff or other individuals when they are on University-controlled premises and the University's property.
<b>3.3 To protect your personal information</b>
The University explains how we collect, use, and protect your personal information in the <a href="#">student privacy notice</a> . Please read this carefully.

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<b>Student</b> _____	<b>Parent/Guardian</b> _____	<b>Surety</b> _____
<b>Spouse of student (if married in community of property)</b> _____		<b>Spouse of surety (if married in community of property)</b> _____
<b>Witness</b> _____	<b>Witness</b> _____	<b>Witness</b> _____

#### 4. The limits of the university's responsibility

The following terms are very important, because they limit your ability to claim for any harm or damage to you, your property, or the loss of your property while you are:

- on University-controlled property
- participating in or attending any activity relating to your studies;
- participating in sport, cultural or any other official recreational activities;
- using University premises, buildings, equipment, or facilities; or
- staying in or visiting any of our residences or any of our other accommodation.

The University is responsible to ensure that its property, facilities, and equipment are safe and that you are given proper instructions or warnings for their use.

If the University does not meet these requirements, it is responsible for harm or damage caused to you or your property, or the loss of your property as long as your claim falls within section 61 of the Consumer Protection Act 68 of 2008 ("the CPA").

Aside from our responsibilities under the CPA, the University will not be responsible for any harm or damage to you or your property (including damages flowing from claims by your dependents).

The University will not be responsible for any harm or damage caused by you to any other party or property whilst you are a registered student at the University.

The University has limited insurance cover against injuries you might sustain while you engage in activities relating to your studies.

The cover includes activities on campus, in our laboratories, and on field trips.

If you have a claim, you must let the University know immediately.

You must also complete the insurance claim form as soon as possible but not later than 24 hours after the incident.

The University is not liable for any claims that are not covered by this insurance.

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<b>Student</b> _____  <b>Spouse of student (if married in community of property)</b> _____  <b>Witness</b> _____	<b>Parent/Guardian</b> _____    <b>Witness</b> _____	<b>Surety</b> _____  <b>Spouse of surety (if married in community of property)</b> _____  <b>Witness</b> _____
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<b>5. The student's responsibilities</b>
<b>5.1 You must follow the University's rules</b>
<p>You agree to follow the policies, rules and regulations that apply to you as a student, including the policies, rules and regulations of:</p> <ul style="list-style-type: none"> <li>• the University,</li> <li>• the particular faculty to which you will be admitted,</li> <li>• any unit, institute, centre or organisation affiliated to the University,</li> <li>• any activities you take part in during your studies,</li> <li>• University accommodation</li> </ul>
In this contract we will refer to these policies, rules and regulations as "the rules".
The rules are published in the University Yearbook under General Rules and Regulations and the rules of specific Faculties, on the University's website, on other official communication channels (e.g. ClickUP, notice boards, email notifications) or may be communicated to you by University employees when you take part in a particular activity.
The rules may change from time to time. It is your responsibility to make sure that you understand and follow the latest rules that apply to you.
If this contract contradicts the rules, the rules will apply.
Not complying with the rules may lead to disciplinary action including suspension, expulsion and further legal action (e.g. a claim for damages or criminal proceedings, or both).
<b>5.2 You must make sure your fees are paid on time</b>
You must pay your tuition fees, residence fees and any other fees as indicated on your financial statement and/or account on the dates as communicated by the University from time to time.
You are responsible to make sure that the fees are paid on time, even if your fees are paid by someone else (e.g. a parent/guardian, funder or bursar).
A certificate signed by any manager of the University shall be sufficient proof of any applicable rate of interest and of the amount due, owing and payable by you to the University.
<p>If you do not make payment on time:</p> <ul style="list-style-type: none"> <li>• all of your outstanding fees will become due and payable immediately;</li> <li>• you will be charged interest on all payments in arrears calculated as provided for in section 101(1)(d) of the National Credit Act 34 of 2005 at the prime rate charged by the University's bankers expressed as a percentage per annum, as determined on 1 February every year;</li> <li>• you will be liable to pay any costs relating to debt collection, including tracing fees, as well as all legal costs on an attorney-and -client scale, or as taxed, to the University;</li> <li>• you may be listed as a defaulting debtor at any credit bureau and reported to the National Credit Regulator;</li> <li>• we may, as part of the debt collection process, request and obtain relevant information from credit bureaus, tracing agents or any other third parties in order to collect the debt, to which you consent.</li> </ul>
<b>5.3 Pay for medical treatment</b>
If you are in need of urgent medical treatment and the University arranges for medical assistance, you must pay all costs relating to the treatment even if you could not personally give consent for the treatment.
<b>5.4 Do not damage University property or the property of others</b>
You may not damage the University's property or the property of others that is on the University's premises.

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<b>Student</b> _____	<b>Parent/Guardian</b> _____	<b>Surety</b> _____
<b>Spouse of student (if married in community of property)</b> _____		<b>Spouse of surety (if married in community of property)</b> _____
<b>Witness</b> _____	<b>Witness</b> _____	<b>Witness</b> _____

You will be held responsible for any damage to the University's property or the property of others, that is on the University's premises, that you do cause. This clause is applicable whether you were on the University's premises or not.

**5.5 Get immediate treatment for infectious or contagious disease or any other illness or condition that may pose a risk to yourself or to others**

If you suspect that you have an infectious or contagious disease or are suffering from any other illness or condition that may pose a risk to yourself or to others, you must get medical assistance immediately, and, where appropriate, you must withdraw yourself from all University activities and accommodation and you must take all reasonable steps to make sure that you do not infect other students or staff.

If you do not take these steps you may be held responsible for any claims that are instituted against the University and you may also have to pay all legal fees at an attorney-and-client scale.

**5.6 Provide accurate information**

You must provide accurate and complete information to the University and may not make any misleading or false representations, for instance, during the registration process.

We have the right to independently verify the information that you give us.

If you do provide inaccurate, false or incomplete or misleading information, the University may cancel your registration immediately.

You must ensure that you update the personal information which the University has about you as soon as it changes.

You must regularly check the information the University has about you to ensure it is still accurate.

**5.7 Assign your intellectual property to the University**

By signing this contract, you assign to the University all intellectual property rights in any work you create, entirely or in part, during your studies or by using University equipment or resources.

This includes assignments, theses, dissertations, assessment scripts, personal class notes, summaries, posters, presentations, transcripts, recordings, software, hardware, data or databases or any other work created, adapted or amended by you.

You are not entitled to distribute any recordings of lectures or of the notes made during lectures without the University's written permission.

The intellectual property in these works belongs to the University and you may not share or allow others to copy or distribute these works or infringe the intellectual property rights of the University.

These clauses will apply, unless the University has agreed otherwise in writing, that the intellectual property rights may be shared or transferred.

You must avoid infringing on the intellectual property rights of others, including third parties, and are responsible for obtaining permission to use, share or copy the work where necessary. You must take care to avoid committing plagiarism and must acknowledge the work or ideas of others.

This applies to all material made available to you for the purpose of studying such as textbooks, podcasts, illustrations, class notes, online course material, presentations and/or any other teaching and learning aids.

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<b>Student</b> _____	<b>Parent/Guardian</b> _____	<b>Surety</b> _____
<b>Spouse of student (if married in community of property)</b> _____		<b>Spouse of surety (if married in community of property)</b> _____
<b>Witness</b> _____	<b>Witness</b> _____	<b>Witness</b> _____

## 6. Early termination of this contract

If you terminate your studies, accommodation, or both for any reason:

- before the start of the academic year, you will be liable for an administrative fee;
- during the academic year, you will be liable for a reasonable cancellation penalty.

## 7. Responsibilities of parents/guardians

If the student is not 18 years old yet, a parent or guardian must sign the contract too as proof that they give their permission for the student to enter into this contract with the University.

By signing this contract, the parent or guardian consents to the agreement between the University and the student.

## 8. Responsibilities of the surety

If the student is under the age of 25 years, the University requires a surety.

The surety can be a parent or guardian.

If the student is being funded by a bursary, we still require a surety by a person other than the person who gave you the bursary.

By signing this agreement you become a surety and co-principal debtor for all the debts of the student.

This means that the University can hold you accountable for any debt the student owes to it, whether or not the student incurred the debt with your consent.

The University can claim the entire amount including interest, debt collection costs, tracing fees and legal costs that is owed by the student from you without claiming against the student first (in legal terms, you are jointly and severally liable as surety and co-principal debtor).

## 9. Whole Agreement

The contract comprises the entire agreement between the University and the student and any amendment thereof shall only be valid if it is in writing and signed by both the University and the student.

## 10. Indulgence

No indulgence, latitude or extension of time which may be allowed by the University to the student shall be regarded to be a waiver of the rights of the University or a novation of the student's liability.

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

<b>11. Signatures</b>
<b>11.1 The student</b>
Name:
ID/Passport number:
Email address:
Cell number:
Address for legal notices in terms of this agreement ( <i>domicilium citandi et executandi</i> ): The physical address provided in your application form or latest registration form will be used if we want to send any legal notice to you.
Signature:
Date:
Place: Signature of Witness:
<b>11.2 The student's spouse (if married in community of property)</b>
Name:
ID/Passport number:
Email address:
Address for legal notices in terms of this agreement ( <i>domicilium citandi et executandi</i> ):
Signature:
Date:
Place:
<b>11.3 Parent or guardian (only if you are under 18)</b>
Name:
ID/Passport number:
Email address:
Address for legal notices in terms of this agreement ( <i>domicilium citandi et executandi</i> ):
Signature:
Date:
Place: Signature of Witness:

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

Student _____	Parent/Guardian _____	Surety _____
Spouse of student (if married in community of property) _____		Spouse of surety (if married in community of property) _____
Witness _____	Witness _____	Witness _____

<b>11.4 Your surety (only if you are under 25 and not financially independent)</b>			
<b>Is the surety your parent or guardian?</b>	<b>Yes</b>		<b>No</b>
Name			
ID/Passport number:			
Email address:			
Address for legal notices in terms of this agreement ( <i>domicilium citandi et executandi</i> ):			
Signature:			
Date:			
Place:			
Signature of Witness:			
<b>11.5 Your surety's spouse (if married in community of property)</b>			
Name:			
ID/Passport number:			
Email address:			
Address for legal notices in terms of this agreement ( <i>domicilium citandi et executandi</i> ):			
Signature:			
Date:			
Place:			

**ALL PARTIES (AND WITNESSES) THAT HAVE SIGNED THIS CONTRACT MUST INITIAL HERE**

<b>Student</b> _____	<b>Parent/Guardian</b> _____	<b>Surety</b> _____
<b>Spouse of student (if married in community of property)</b> _____		<b>Spouse of surety (if married in community of property)</b> _____
<b>Witness</b> _____	<b>Witness</b> _____	<b>Witness</b> _____





## LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,  
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park  
PO Box 5287, Weltevreden Park 1715

VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

### 3. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY APPLICANT

- 3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Amount.
- 3.2 FUNDI may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:
- 3.2.1 a monthly service fee recoverable by FUNDI in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;
- 3.2.2 default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement or upon cancellation of loan after a cooling off period of 5 business days (five) business days' following the date of signature hereof but before the end of the month during which the Loan Agreement was executed;
- 3.2.3 collection costs, being amounts that may be charged by FUNDI in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act and does not include default administration charges.
- 3.3 The Applicant acknowledges that the interest rate is a preferential interest rate based on the Applicant's lending criteria.
- 3.4 The interest rate applicable to all agreements is fixed for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365 (three hundred and sixty five) day year, which is charged monthly in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.
- 3.5 The variable interest rate applicable to Corporate Collection Loan - excluding Long distance Partners - finance is linked to the Prime Interest Rate for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. If at any time, and to the extent that, the interest rate does exceed the legal maximum in terms of the National Credit Act; then the interest rate (being linked to the Prime Interest Rate) shall be reduced accordingly. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365 (three hundred and sixty five) day year, which is charged at the end of the month on a monthly basis in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.

### 4. COST, FEES AND CHARGES

- 4.1 The Applicant understands that he/she may at any time, and without penalty, terminate the Loan Agreement by paying the settlement amount in respect of the Loan Amount owed to FUNDI.
- 4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to FUNDI at the contact number 0860 55 55 44 or email: support@fundi.co.za. The settlement amount provided by FUNDI shall be the total of the unpaid balance of the principal debt, the unpaid interest charges and all other fees and charges up to the settlement date and further, will be valid for the period stated on the settlement letter provided to the Applicant.
- 4.3 An initiation fee in respect of the costs of initiating the Loan Agreement will be levied on the date the Loan Agreement is signed. Should the Applicant wish to pay the initiation fee upfront, call 0860 55 55 44 for assistance. If the Applicant is unable to pay the initiation fee upfront, FUNDI will reflect the initiation fee separately on the Loan Agreement and will not charge interest on the initiation fee;
- 4.4 Take note that the cancellation of the salary deduction instruction, due to the early settlement and/or additional payments made on the account before the date of the last instalment agreed to by the Parties, may take up to 2 (two) months. However, any instalment received by FUNDI during this period after the Loan Amount has been settled in full will be refunded to the Applicant if due to him/her.
- 4.5 Notwithstanding the provisions of 4.1 and 4.2 above, in order to validly cancel the Loan Agreement, the Applicant must cancel directly with the Institution/School as well as with FUNDI by providing a written notice of cancellation and/or termination.
- 4.6 Should cancellation or termination of the Loan Agreement take place after the funds have been paid over to the Service Provider, whether or not a confirmation slip has been issued, the Applicant shall continue to service the loan under and in terms of this Agreement, until such time as FUNDI receives the monies which were paid over to the Service Provider(s). Accordingly, the Applicant shall be liable for each monthly instalment amount (which includes that portion of the capital amount payable, interest thereon, that portion of the initiation fee which is due (to the extent that it was not paid upfront) and the monthly service fees.
- 4.7 In the event that the Loan Agreement is cancelled by the Applicant after the lapse of 5 (five) business days following the date of signature hereof but before the end of the month during which the Loan Agreement was executed, the Applicant shall be liable for the service fee in respect of the month during which the Loan Agreement, in order to defray the costs incurred by FUNDI in executing and processing the loan.
- 4.8 The Applicant acknowledges that cancellation of loan after the lapse of 5 (five) business days following the date of loan approval hereof but before the end of the month during which the Loan Agreement was executed, will be processed after FUNDI has received the Loan Amount back from the institution/Service Provider and FUNDI will thereafter refund (if applicable) the Applicant accordingly of any deductions made against the Applicant's account during the "waiting of refund from institution/ service Provider" period.
- 4.9 The Applicant bears the responsibility to adhere to the Institutions de-registration/cancellation of studies' terms and conditions and FUNDI may only cancel and/or refund monies according to the institution's de-registration/ cancellation of studies terms and conditions. The same applies to cancellations of Equipment loans.

### 5. STATEMENTS

- 5.1 On request by applicant Fundi will issue a statement of account ("statements") at 3(three) month intervals via preferred communication method.
- 5.2 FUNDI will make available to the Applicant a statement on any existing loan, setting out all charges levied, all payments received and the balance outstanding. This statement of account can be viewed and printed from the fundi.co.za after registering as a user.
- 5.3 The Applicant may dispute all or part of the statement provided for by sending via email to support@fundi.co.za.

### 6. DEFAULT AND DEFAULT ADMINISTRATION COSTS

- 6.1 Default in terms of this Loan Agreement occurs if:
- 6.1.1 the Applicant fails to make payments that are due in terms of the Loan Agreement or
- 6.1.2 the Applicant fails to comply with the terms and conditions of the Loan Agreement; or
- 6.1.3 an administration order in respect of the Applicant or is issued;
- 6.1.4 a judgment is granted against the Applicant and same is not settled or rescinded within 30 (thirty) days from the date thereof; or
- 6.1.5 the Applicant furnishes any incorrect and/or untrue information regarding himself/herself and/or his/her financial position to FUNDI.
- 6.2 The Applicant gives Fundi permission to track the Applicant's account every day until the Applicant has repaid the loan advanced in terms of this Loan Agreement in full. A Debit Check tracker will be placed on the Applicant's account in the event there is any money in arrears and the Applicant authorises FUNDI to collect the amount in arrears by way of a "DebiCheck".
- 6.3 Implication of default mentioned in 6.1
- FUNDI will provide the Credit Bureau with information about the negative payment history of the Applicant, which will affect the Applicant's payment profile at the Credit Bureau. This may negatively affect the Applicant's credit status at any organisation making enquiries at the Credit Bureau. Also, legal action process, which may result in additional costs to the Applicant and as detailed below in 6.4, will be instituted against the Applicant.
- 6.4 In the event that the Applicant defaults, the following process will be followed by FUNDI:
- 6.4.1 provide the Applicant with written notice of such default demanding that the Applicant rectify the default;
- 6.4.2 advise him/her that he/she may refer this Loan Agreement to a debt counsellor and an alternative dispute resolution, consumer court or, if applicable, an ombud with jurisdiction; and
- 6.4.3 FUNDI may require payment by the Applicant of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the National Credit Act. Such payment may not exceed the amount payable in respect of a registered letter of demand in undefended action in terms of the Magistrates' Courts Act, 1944 in addition to any reasonable and necessary expenses incurred to deliver such letter. In addition, and if applicable, FUNDI may charge collection costs, which may not exceed the costs incurred by FUNDI in collecting the debt
- (a) to the extent limited by Part C of Chapter 6 of the National Credit Act, and
- (b) in terms of: (i) Superior Court Act, 2013, (ii) the Magistrates' Court Act, 1944, (iii) the Legal Practice Act, 2014; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement.
- 6.4.4 FUNDI may approach the court for an order to enforce the Loan Agreement only if, at that time, the Applicant is in default and has been in default under the Loan Agreement for at least 20 (twenty) business days and: (a) at least 10 (ten) business days have elapsed since FUNDI delivered a notice to the Applicant as contemplated in Section 86(10), or Section 129(1) of the National Credit Act, as the case may be; (b) in the case of a notice contemplated in Section 129(1), the Applicant has –
- (i) not responded to that notice; or
- (ii) responded to the notice by rejecting FUNDI's proposals.
- 6.4.5 FUNDI will provide the Applicant at least 20 (twenty) business days' notice of its intention to report to the Credit Bureau adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant.
- 6.4.6 FUNDI may report adverse information about the Applicant's default behaviour or enforcement action taken against the Applicant to the Credit Bureau if the Applicant does not bring the payments due under the Loan Agreement up to date within the 20 (twenty) business days' notice. The Applicant's credit profile at the Credit Bureau and credit worthiness may be negatively affected by the adverse information held by the Credit Bureau.
- 6.5 In the event of such default FUNDI will be entitled at its own and absolute discretion and after consultation, to extend the repayment period agreed to in Part A for a required period of months needed to repay the loan in full not allowing the instalment to exceed the instalment agreed to in Part A.
- 6.6 The interest is calculated and charged as more fully detailed in 3.4. and 3.5 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.

Initial:

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Applicant Spouse

## LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,  
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park  
PO Box 5287, Weltevreden Park 1715  
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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

### 7. ACCOUNT TERMINATION BY CREDIT PROVIDER

- 7.1 In the event of a default as mentioned in clause 6 above, FUNDI may terminate the Loan Agreement according to the provisions of the National Credit Act. Notwithstanding clause 7.1 above, and without affecting FUNDI's rights, the termination of the Loan Agreement by FUNDI does not discharge the Applicant from its contractual obligation to service the loan until the loan is paid in full.

### 8. ADDRESSES FOR RECEIVING OF DOCUMENTS

- 8.1 The Applicant chooses the physical address as provided in Part A, for the serving of legal notices. The postal address will be used for the sending of other notices and documentation, for example the statement of account if no email address has been provided by the Applicant in Part A of the Loan Agreement.
- 8.2 FUNDI chooses its physical address as set out in Part A of the Loan Agreement for the serving of legal notices and other documentation or the Applicant may forward such documentation to legal@Fundi.co.za
- 8.3 Both Parties agree to inform the other of the change of the notice address, postal address, telefax number or email address as soon as possible after any such change. The change will be effective on the after 5 business days (fifth) business day after receipt of such notice.
- 8.4 The Parties agree that the notice will only be valid if it is in writing and sent to the address as stipulated in Part A of the Loan Agreement.

### 9. INFORMATION DISCLOSURE

- 9.1 FUNDI shall not disclose any confidential information obtained in the course of executing the Loan Agreement to outside third parties unless obliged to do so by law or a court order or where consent has been provided in terms of these terms and conditions and as recorded in this Part B of the Loan Agreement.
- 9.2 By entering into the Loan Agreement, the Applicant acknowledges, agrees and/or condones that FUNDI may provide to any of the Credit Bureau listed in 10.6 below, any adverse information in the format prescribed by such Credit Bureau and provided for by the National Credit Act. Such Credit Bureau provide a credit profile and possibly a credit score on the credit worthiness of the person subject to the record.
- 9.3 The Applicant consents to FUNDI forwarding, at its sole and absolute discretion, adverse information relating to the Loan Agreement to the Service/Provider (s) and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have committed a fraud.
- 9.4 FUNDI may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives FUNDI reasonable cause to suspect that the conduct is of a fraudulent nature.
- 9.5 By making the application for funding on the terms set out herein, the Applicant consents and/or ratifies to FUNDI obtaining from the Credit Bureau and/or National Loan Register the Applicants credit record and payment history and, without derogating from the foregoing, that FUNDI can elect not to provide the finance applied for immediately on receipt of any information that the Applicant has failed his/her affordability test as prescribed by the National Credit Act.

### 10. DISPUTE RESOLUTION

- 10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform FUNDI thereof in writing in order to resolve the issue at hand. The Applicant may forward the notice to legal@Fundi.co.za or fax it to 086 632 4445.
- 10.2 In terms of the National Credit Act the Applicant may also attempt to resolve any complaint or dispute regarding the Loan Agreement by:
- 10.2.1 alternative dispute resolution;
  - 10.2.2 referring the complaint or dispute to the National Credit Regulator established in terms of the National Credit Act; or
  - 10.2.3 by making an application to the National Consumer Tribunal established in terms of the National Credit Act.
- 10.3 The National Credit Regulator may be contacted on 0860 627 627 / info@NCR.org.za and the National Consumer Tribunal may be contacted at 012 663 5615 / 0860 627 627.

### 11. LOAN PROCESS AND USAGE

- 11.1 This loan is strictly to be used for educational purposes in paying for tuition fees/accommodation/or stationery and/or equipment.
- 11.2 The loan cannot be converted into cash nor may it be used for any other purpose.
- 11.3 The Loan Amount will be paid directly to the Service Provider/Institution.
- 11.4 Fundi will require a quote from the applicant to validate that the tools(Equipment) applied for is for education purposes

### 12. WARRANTIES

- 12.1 The Applicant warrants that the Student will be and remain the beneficiary of the Equipment until the loan advanced herein has been settled in full.
- 12.2 The Applicant expressly acknowledges and accepts that the Equipment, including but not limited to certain hardware, software and/or third-party support contracts, and the accessories thereto, if any, are procured from third-party Service Provider(s), and the Applicant acknowledges and accepts that FUNDI is not the manufacturer thereof. To the fullest extent permitted by law, FUNDI therefore makes no warranties in respect of the Equipment or any accessories thereto, and any warranties that may subsist in the Equipment or its accessories are made solely by such third-party Service Provider(s), who shall be solely liable therefore.
- 12.3 FUNDI shall not be liable in any way whatsoever for any failures, defects or shortcomings of any nature that may at any point in time arise in, or from the use of, such Equipment, and the Applicant indemnifies and holds FUNDI harmless from and against any loss, damages, claims, actions or expenses thereby incurred.
- 12.4 Without derogating from the subclauses above in this clause 13, third party warranties may vary from product to product, and it is the responsibility of the Applicant and/or Student to consult the applicable product documentation for specific warranty information. In addition, the Applicant acknowledges that certain third-party warranties may limit or void the remedies they offer if unauthorised persons perform support services on the Equipment.

### 13. BREACH

- 13.1 If the Applicant defaults in the punctual payment of any payment as it falls due in terms of this Loan Agreement, or fails to comply with any of the terms and/or conditions of, or any of its obligations under this Loan Agreement including but not limited to the continued insurance and the timeous payment of premiums in connection therewith, then and upon the occurrence of any one of these events the Applicant will be in breach of this Loan Agreement and FUNDI may, without prejudice to any of its other rights in terms of the National Credit Act, -
- 13.1.1 claim immediate payment of all amounts payable in terms of this Loan Agreement whether or not such amounts are then due and payable and assuming for this purpose that this Loan Agreement would have endured for the full period; or
  - 13.1.2 immediately terminate this Loan Agreement, retain all amounts already paid by the Applicant and claim all outstanding payments and all legal costs including collection costs.

Initial:

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Applicant Spouse

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## ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

### 15. DATA PROTECTION

- 15.1 In this clause, unless the context clearly indicates otherwise, the following words and expressions have the following meanings:
- 15.1.1 "POPI" means the Protection of Personal Information Act 4 of 2013, as amended from time to time, together with any regulations issued from time to time in terms thereof;
  - 15.1.2 "Data Subject" means the person to whom Personal Information relates, in this instance the Applicant;
  - 15.1.3 "Personal Information" means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including but not limited to:
    - 15.1.3.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
    - 15.1.3.2 information relating to the education or the medical, financial, criminal or employment history of the person;
    - 15.1.3.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
    - 15.1.3.4 the biometric information of the person;
    - 15.1.3.5 the personal opinions, views or preferences of the person;
    - 15.1.3.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
    - 15.1.3.7 the views of opinions of another individual about the person; and
    - 15.1.3.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 15.2 The Applicant acknowledges that in order for FUNDI to enter into the Loan Agreement with him/her, FUNDI may need to provide, collect, use, store or process the Applicant's confidential information and/or the Personal Information and the Applicant authorises FUNDI to collect, use, store and process the aforementioned. FUNDI acknowledges and undertakes that, should it have access to, and process, Personal Information of Data Subjects, FUNDI shall comply with all the relevant provisions of POPI in relation to all Personal Information received, and without prejudice to the generality of the foregoing, undertakes:
- 15.2.1 not to allow any unauthorised persons access to the Personal Information;
  - 15.2.2 not to do anything in relation to the Personal Information that requires the consent of, or notification to, a Data Subject without first acquiring such consent or providing such notification, as the case may be;
  - 15.2.3 to comply immediately with all lawful and reasonable requests made by the Applicant to ensure compliance with POPI;
  - 15.2.4 to inform the Applicant of all requests made by the Data Subjects in terms of POPI, and to assist the Applicant to the extent reasonably required, at the Applicant's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under POPI with respect to security, breach notifications and consultations with supervisory authorities or regulators to comply with such requests (to the extent required by POPI) should the Applicant authorise FUNDI to do so;
  - 15.2.5 notify the Applicant without undue delay on becoming aware of a Personal Information Breach;
  - 15.2.6 not to perform any act or omission that will cause the Applicant to breach any of its obligations under POPI;
  - 15.2.7 in addition to the undertakings hereabove, to implement reasonable and appropriate technical and organisational security measures to prevent the loss of, damage to and/ or unauthorised access or destruction of Personal Information, and take reasonable steps to ensure that all its representatives, employees, agents, partners and their party sub-contractors, if applicable, comply with all of the undertakings in this Agreement;
  - 15.2.8 to notify the Applicant immediately (or if not reasonably possible, as soon as reasonably possible) of any breach or anticipated breach of these undertakings or any of the provisions of POPI (including but not limited to any security breach or anticipated security breach, or unauthorised disclosure) in relation to the Personal Information, or any complaint (together with the full details of the complaint) received from a Data Subject;
  - 15.2.9 to use the Personal Information for maintaining FUNDI'S internal administrative processes including quality, risk, client or vendor management processes; and
  - 15.2.10 to use the Personal Information for internal business related statistical or research purposes.
- 15.3 The Parties agree to comply with the security and data protection obligations equivalent to those imposed on them by POPI and agree to implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the confidential information or Personal Information in its possession and to protect such confidential information or Personal Information against unauthorised or unlawful disclosure, access or processing accidental loss, destructions or damages.
- 15.4 The Applicant acknowledges and agrees that the confidential information or Personal Information may be shared with FUNDI'S personnel, professional advisors or associates.
- 15.5 The Applicant further acknowledges that FUNDI may notify the Applicant about important developments relevant to you. Please inform FUNDI in writing should you not wish to receive any electronic or other communications. All electronic communications between the Parties may be monitored by FUNDI to ensure compliance with professional standards and internal compliance policies.
- 15.6 The Applicant is hereby made aware that FUNDI may for the purposes of collection, use, storage or processing thereof, transfer the Applicant's Personal Information to:
- 15.6.1 an outsourced information technology provider; or
  - 15.6.2 another country for legitimate business purposes including the use of cloud based solutions.
- 15.7 In this event, FUNDI will endeavour to ensure that any outsourced service provider involved in the collection, use, storage or processing undertakes to ensure that such confidential information and/or Personal Information is protected with the same level of protection as FUNDI provides. However FUNDI cannot be held liable or responsible for confidential, information and/or Personal Information that the Applicant sends to third party service providers.
- 15.8 By entering into this Loan Agreement the Applicant consents to the collection, use, storage, processing or transfer of his/her Personal Information whenever it is required.
- 15.9 The Applicant hereby indemnifies and holds FUNDI harmless against any loss, claims, costs (including legal costs on an attorney and own client scale) or damage which may be suffered or incurred by the Applicant in consequence of any breach of any of the above undertakings or of any provisions of POPI.

### 16. FORCE MAJEURE

- 16.1 FUNDI shall not be liable to the Applicant for delay or failure to perform in terms of this Loan Agreement caused by an event or occurrence of force majeure.
- 16.2 Should any Party to this Loan Agreement (hereinafter referred to as the "Invoking Party") be prevented from fulfilling any of its obligations in terms of this Loan Agreement as a result of any act of God including inter alia, war, fire, flood, hostilities, legislation, insurrection, an outbreak of a pandemic disease, quarantine, sanctions, act of terrorism, trade embargo, restraints of rulers or people, strike, labour disturbances, or any law, proclamation, regulation or ordinance, lock down, demand or act or requirement of any government having or claiming to have jurisdiction over the subject matter of this Agreement or the Parties, explosion or any economic or other cause beyond the reasonable control of such Party (any such event hereinafter called "Force Majeure") then:
- 16.2.1 the Invoking Party will forthwith give written notice thereof to the other Party specifying:-
    - 16.2.1.1 the cause and anticipated duration of the Force Majeure; and
    - 16.2.1.2 promptly upon termination of the Force Majeure, stating that such Force Majeure has terminated.
  - 16.2.2 performance of any such obligations will be suspended from the date on which notice is given of a Force Majeure event until the date on which notice is given of termination of a Force Majeure event (hereinafter referred to as the "Suspension Period") subject always to the remaining provisions of this clause 16.
  - 16.2.3 the Invoking Party will not be liable for any delay or failure in the performance of any obligation hereunder, or loss or damage due to, or resulting from, the Force Majeure during the Suspension Period provided that:-
    - 16.2.3.1 the Invoking Party uses and continues to use its best efforts to perform such obligation;
  - 16.2.4 if the Force Majeure shall continue for more than 30 (thirty) consecutive days the other Party will be entitled to cancel this Loan Agreement on the expiry of such period, but will not be entitled to claim damages against the Invoking Party as a result of the delay or failure in the performance of any obligations hereunder due to, or resulting from, the Force Majeure; and
    - 16.2.4.1 the Party not invoking Force Majeure will be entitled to elect, by giving written notice within 10 (ten) days of termination thereof, as to whether or not it requires the Invoking Party to perform any obligations incurred prior to Force Majeure.

Initial:

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Applicant Spouse

## LOAN APPLICATION FORM/AGREEMENT

Fundi, Constantia Park,  
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park  
PO Box 5287, Weltevreden Park 1715  
VAT No: 4550176798 | Initiation & admin fee are VAT inclusive

STAMP HERE



## ANNEXURE: TERMS AND CONDITIONS (CONT.)

PART B

### 17. GENERAL

- 17.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both Parties to the Loan Agreement recorded by FUNDI. FUNDI will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, post or fax as agreed to by the Parties at the time of the amendment, a document reflecting the agreed amendments. The amended agreement will not create a new Loan Agreement unless clearly stated.
- 17.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.
- 17.3 Where available, a translated version of the Loan Agreement will be provided to the Applicant upon request. Should any ambiguities occur in the translated version of the terms and conditions, the English version will get preference.
- 17.4 FUNDI may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.
- 17.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after FUNDI has started legal action.
  - 17.5.1 inform FUNDI of the Applicant's intention of initiating the debt counselling process by contacting the FUNDI Call Centre at 0860 55 55 44;
  - 17.5.2 the Applicant must inform any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;
  - 17.5.3 should the debt counsellor determine that the Applicant is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Applicant's agreements to be reckless, if applicable, or that the obligations of the Applicant be rearranged;
  - 17.5.4 the debt counsellor will guide the Applicant through the process of debt counselling.
- 17.6 If at any time, any of the terms or conditions is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portion of such terms and conditions will remain binding and in full force and effect.
- 17.7 In the event that the student cancels his/her studies, and a credit amount reflects on his/her student account at the Service Provider as a result of such cancellation, the amount will be credited to FUNDI's account. The same will be applicable when FUNDI makes a payment of a Loan Amount that is in excess of the amount due to the Service Provider.
- 17.8 Any commission to be paid to an agent for assisting with the completion of the Loan Agreement will have no influence on the Applicant's cost of credit and will be the same as an agreement where no agent has assisted the Applicant.
- 17.9 To the maximum extent permitted by law, the Applicant hereby agrees that FUNDI may, without further notice to the Applicant, cede all or part of FUNDI's rights and/or delegate all or any part of FUNDI's obligations under this Agreement, either absolutely or as collateral to any person, third party or another credit provider, even if such cession or assignment by FUNDI results in FUNDI ceding its loan book to a third party or another credit provider.
- 17.10 This Loan Agreement constitutes the entire agreement between the Parties and no addition, variation or waiver of any of the provisions of this Agreement shall be of any force or effect unless in writing and duly signed by authorised representatives of all the Parties.

### 18. DECLARATION

The Applicant:

- 18.1 Confirms that he/she applied for a loan with FUNDI and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;
- 18.2 Confirms that the Applicant understands that FUNDI will take legal action against any person who commits any act that can be defined as fraudulent. FUNDI will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the SAPS, which will further be entitled to take any action it deems fit;
- 18.3 Understands that FUNDI is not an agent or representative of any of the Service Provider(s) except for the purpose of administering the Persal and/or Persal code and/or the SASSA system as agreed between FUNDI and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;
- 18.4 Acknowledges and consents to FUNDI using TCPS (Transactional Capital Payment Solutions) for payment requests made from the Applicant's bank account in terms of Part A;
- 18.5 Acknowledges that if married in community of property, their spouse has given the requisite authority to enter into this Loan Agreement with Fundi.
- 18.6 Declares that by signing this Loan Agreement, he/she acknowledges that he/she fully understands the risks, costs and obligations associated with entering into the Loan Agreement, can afford it and that such portion of the Loan Agreement that required explanation has been fully explained to his/her satisfaction.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Spouse (if married in Community of Property to Applicant)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness