DECLARATION BY APPLICANT

**Your responsibilities:**

**Instructions:**

(a) You have to sign this section for your application form to be complete.

(b) Your parent/guardian must also sign this form, whether you are below 18 years of age or not.

**1. The prospective student**

1.1 You must ensure that the information you have given is correct. If the information is incorrect the University is entitled to reject your application, terminate your admission or cancel your registration immediately.

1.2 During your time as a student you must follow the rules and regulations of the University, which are published in Part 1 (General) of the University Calendar and in the particular Faculty’s Calendar each year.

1.3 You must pay all registration, tuition, class, residence and any other fees set out in Part 3 (Student Fees) of the University Calendar on time. If the University has to take legal action against you, you must also pay all the University’s actual legal costs.

1.4 The University will charge you interest on overdue amounts at the prime rate. The University will start charging interest at the end of the first month after the amounts were due to be paid by you. If you were due to pay the amount on any day after the 1st of the month then you will only pay interest for the remaining part of that month (the amount will be reduced proportionately).

1.5 The University is entitled to refuse you entry to examinations, withhold your examination results, refuse to register you for any further courses, or withhold a full degree seeking student’s graduation certificate if your account is not paid in full. The University may apply all four measures.

1.6 You agree to the University’s policy regarding the ownership of all intellectual property (for example any essays or papers written by you or any research done by you). The policy can be found on the University’s website at www.sun.ac.za/postgrad.

1.7 If you require emergency medical treatment the University will get medical assistance for you, but you will pay all costs relating to the treatment.

1.8 The University agrees to keep the information you have given in this form and any information about you that is received from third parties confidential. Your information will only be made available if the University is legally required to do so, if the University must do so in order to fulfil its agreement with you or if you have given your consent.

**1.9 The following terms are very important, because they limit your ability to claim for any harm to you, your property or the loss of your property while you are on University property. If you do not understand these terms, please ask for an explanation.**

1.9.1 If you suspect that you have an infectious or contagious disease you must get medical assistance immediately and you must withdraw yourself from all University activities and accommodation and take all other steps to make sure that you do not infect other students. If you fail to take these steps you will be held responsible for any claims that are made against the University (in legal terms you must indemnify the University against these claims). If legal action is taken against the University you must also pay all the actual legal costs.

1.9.2 The University will not be responsible for any harm to you or your property or the loss of your property, except for claims that fall under 1.9.3. This means that the University will not be liable to you or your dependants, even while you are:

1.9.2.1 on University property;

1.9.2.2 participating in an activity relating to your studies or training;

1.9.2.3 participating in sport or any other recreational activities;

1.9.2.4 using any of the University’s premises, buildings, equipment or facilities; or

1.9.2.5 staying in or visiting any University residence or other accommodation.

1.9.3 You will only be able to bring a claim for harm to you or your property or the loss of your property, if it is caused because you had access to property or equipment that was defective or unsafe, or if you were not given proper instructions or warnings. In other words, you can only bring a claim that falls within Section 61 of the Consumer Protection Act 68 of 2008.

Signature: Date: (ddmmyyyy)

**2. The parent/guardian**

(\*to be filled out regardless whether the student is under or above 21 years of age)

2.1 By signing this application form you become a surety and co-principal debtor for the debts of the student. This means that the University can hold you liable for any debt owed by the student, whether the student acted with your consent or not.

2.2 You consent to the agreement between the student and the University, and specifically to the terms set out in section 1 above. This means that, if the student is a minor, you are ratifying the agreement concluded by the student.

2.3 You agree that the University can claim the entire amount 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). If you do not understand what this means you should obtain legal advice.

2.4 You must read section 1 very carefully, as you will be held responsible if the student does not comply with any of the terms.

2.5 In particular, you will be liable for any of the fees mentioned in section 1.3.

2.6 **You must read section 1.9 very carefully because it limits the University’s liability for any harm to the student, the student’s property or the loss of the property.** In addition the University will not be responsible for any harm to you or your property or the loss of your property when you are on University property or participating in an activity relating to the student’s studies. You will not be able to bring any claim in terms of section 1.9.3 on behalf of yourself or the student, except if the student was a minor at the time of the injury or damage.

**If you are married in community of property then both you and your spouse must sign.**

Signature of parent or guardian Signature of parent or guardian

Capacity (father, mother, guardian) Date (DD/MM/YYYY)

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