

# Our Contract: Freemovers and Affiliates

You must sign this contract for the application form to be complete. The application form you completed and this contract is your agreement with us. South African law applies to this agreement, regardless of where you are from.

## 1 Your application

This is only an application. You will receive an official final admission confirmation if your application is successful.

## 2 Your information

The information you have provided must be correct.

Your information is confidential.

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

2.2 We have the right to verify the information that you have given us.

2.3 The University agrees to keep the information you have given in this form and any information about you that we receive from third parties confidential.

2.4 Your information will only be disclosed if the University is legally required to do so, if we must do so in order to full our agreement with you or if you have given your consent.

2.5 Parents/guardians do not have a right to a student's information (including their academic results). The student's consent must be obtained.

## 3 Stellenbosch University's responsibility and where it ends

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.

These terms apply to claims from students, their parents/guardians, and any dependants.

There are limits to Stellenbosch University's responsibility for harm to you or your property.

- 3.1 The University is responsible to ensure that our property, facilities and and equipment are safe and that you are given proper instructions or warnings. We are only responsible for harm to you or your property, or for the loss of your property, if we fail to do so.
- 3.2 In legal terms, the University is only liable if your claim falls within section 61 of the Consumer Protection Act 68 of 2008.
- 3.3 Aside from the claims referred to in paragraph 3.1, Stellenbosch University will not be responsible for any harm to you or your property (including any damages owing from the harm and all claims by dependants).
- 3.4 This limitation applies even when you are:
  - 3.4.1 on University property;
  - 3.4.2 participating in an activity relating to your studies or training;
  - 3.4.3 participating in sport or any other recreational activities;
  - 3.4.4 using any of our premises, buildings, equipment or facilities; or
  - 3.4.5 Staying in or visiting any of our residences or any of our other accommodation.

#### **4 The student's responsibilities**

You must follow Stellenbosch University's rules.

- 4.1 You must follow the policies, rules and regulations of the University, the particular faculty to which you will be admitted and University housing. Read more in Part 1 (Policies and Rules) of the [University Calendar](#) and the relevant Faculty Calendar part.
- 4.2 There may be other policies, rules and regulations which are not in the University Calendar, but which will apply to you. E.g. our Intellectual Property Policy or rules that are imposed by other agreements for specific services or activities.
- 4.3 Not following the rules can lead to disciplinary action and even expulsion.

We own the intellectual property rights in your work while you are here.

4.4 Unless we enter into a specific agreement with you or your home university, all intellectual property rights that may be generated by the the work you conduct in the course of your studies at the SU (whether the work is submitted or not) will belong to the University. This includes copyright, patent rights, design rights and all related know-how. If you are wondering why this is the case, please refer to our [Intellectual Property Policy](#).

4.5 If you already have an agreement with your home university or third party in which you assign the intellectual property rights in your work, you must contact [tfouche@sun.ac.za](mailto:tfouche@sun.ac.za), because we may require an agreement between the SU and the owner of the intellectual property.

4.6 You must not use the SU's infrastructure or resources for any purpose other than the course or research which you are registered.

Make sure that your fees are paid on time.

4.7 You must pay your registration, class, residence and any other fees on time. Read more in Part 3 (Student Fees) of the University Calendar and at [www.maties.com](http://www.maties.com). You are responsible for ensuring that all fees are paid in full before registration if your fees are being paid by someone else (e.g. a parent/guardian or bursary).

4.8 If you do not pay your fees before registration you will be charged interest at the prime rate from the date when the fees were due.

4.9 The University may refuse you entry to examinations, withhold your results, refuse to register you for any further modules or programmes, or withhold your qualification certificate if your account is not paid in full.

4.10 If the University has to take legal action against you, you must also pay all our legal costs.

Get immediate treatment for infectious or contagious disease.

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

4.12 If you require emergency medical treatment, the University may get medical assistance for you, but you are ultimately responsible for your health and safety and must pay all costs relating to the treatment.

**Your signature**

Name and surname:

Date:  Signature:

**If you are under 18 years of age, your parent or guardian must also sign**

Name and surname:

Date:  Signature: