YOUR AGREEMENT WITH THE UNIVERSITY

If you are admitted to a study programme, this will be your agreement with the University and it is important that you understand all your responsibilities. Once you (and your parent/guardian where applicable) have signed it, your agreement with the University becomes legally binding.

This document applies to all:

1. prospective international students, i.e a non-South African citizen;
2. local (South African citizen) post-graduate students;
3. non-degree international students.

**Instructions:**

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

(b) Your parent/guardian must also sign this form, if you are a minor, or otherwise require the signature of your parent of guardian to enter into agreements.

**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. The Calendar can be found on the University’s website at http://www.sun.ac.za/english/faculty/Pages/Calendar.

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 If you suspect that you have an infectious or contagious disease you must immediately seek medical assistance, notify the University, remove yourself from campus and withdraw from all University activities to ensure that you do not infect other students, staff or members of the public. Under these circumstances you are required to follow any instructions given by the University including being placed under quarantine should the situation demand it. If you fail to take these steps you will be held responsible for any claims made against the University, and all legal costs incurred, should other students, staff or members of the public be infected. In legal terms, you indemnify the University against these claims.

**1.10 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.**

1.10.1 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 dependents, even while you are:

1.10.1.1 on University property;

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

1.10.1.3 participating in sport or any other recreational activities;

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

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

1.10.2 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.

1.11 You agree that this agreement will be subject to South African law and that the University may enforce it in the Cape Division of the High Court of South Africa. The University will be entitled to institute the action in any other court which is entitled to hear the matter.

Signature: Date: (ddmmyyyy)

**2. The parent/guardian**

(\*To be concluded if the student is a minor, or otherwise require the signature of a parent or guardian to enter into agreements.)

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.

2.7You agree that this agreement will be subject to South African law and that the University may enforce it in the Cape Division of the High Court of South Africa. The University will be entitled to institute the action in any other court which is entitled to hear the matter.

**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)

Bilateral Exchange