



DISTANCE LEARNING ACADEMY

TERMS & CONDITIONS

1. Definitions

Some of the words in this agreement are printed in italic type in order to indicate that they have a special meaning for the purpose of this agreement.

- 1.1 'Agreement' means the registration form and these terms and conditions;
- 1.2 'Registration' means the student that has been approved has received a student number from Distance Learning Academy via email;
- 1.3 'Debt' means all debts incurred by the student whose particulars appear on the registration form, including, but not limited to, outstanding study fees;
- 1.4 'Fees' mean all fees charged by Distance Learning Academy for your studies, including, but not limited to, study and administration fees;
- 1.5 'Material' means all study material supplied by Distance Learning Academy;
- 1.6 'Third party' refers to the business or individual whose details appear under section 6 of the registration form;
- 1.7 'We', 'us' and 'our' refers to Distance Learning Academy; and
- 1.8 'You' and 'your' refers to the student whose particulars appear on the registration form.
- 1.9 'DLA' refers to Distance Learning Academy.

2. Our services to you

- 2.1 Once payment for the course has been received in full, we will dispatch your first consignment of course material within 21 working days of the date of acceptance of your registration. A confirmation email will be sent to the student on acceptance of registration.
- 2.2 The core functions of DLA are to provide training/tuition and assessment of the course or subject, whichever is applicable.
- 2.3 Your students email account shall be used for all official correspondence between DLA and yourself.
- 2.4 A student shall not, by reason of his/her failure to submit assignments, or to write exams, be entitled to a reduction in fees, nor will it absolve the student from full liability for the payment of the full fees and charges.
- 2.5 DLA reserves the right to discontinue services to a student as often as deemed necessary.
- 2.6 The right to tuition and writing of exams is not transferable. Accordingly, the student shall attend to and complete all assignments him/herself. The student shall be the only person entitled to write examinations in respect of the examinable subjects forming part of the course registered for.
- 2.7 Students shall be permitted to write exams upon proof and payment of exam fees to a Cambridge recognized examination centre.
- 2.8 The student accepts that DLA shall have the right to vary and update course and/or subject syllabi at any time, without prior notification and without furnishing reasons therefor.
- 2.9 The student is responsible for ensuring that s/he has been properly registered with any relevant external institution or examining body, where applicable, and that s/he has been registered for examinations with such institute or body.
- 2.10 The student accepts, as stipulated in the DLA assessment policy (available from the DLA website) that s/he is required to fulfil certain academic requirements.
- 2.11 The delivery address of study material will be as stipulated on the registration form.
- 2.12 DLA will not be responsible if material is returned due to the material being undelivered at the said address.
- 2.13 DLA will provide added assistance to students in the form of email correspondence, Skype calls and telephonic calls when necessary as well as the supply of additional study aids where deemed necessary by a DLA lecturer.
- 2.14 Additional workshops or one-on-one tutoring is not included in the course fee.
- 2.15 Access to DLA lecturers for additional aid is during normal office hours Monday to Friday, during a normal school term as stipulated on the website.

3. Your responsibilities

- 3.1 General
 - 3.1.1 You must pay postage on everything sent by you* to us*;
 - 3.1.2 You must pay for the replacement of study materials supplied to you* by us*;
 - 3.1.3 Study material supplied to you may not be passed to any person and may not be accessed by anyone other than you. You may not allow anyone to copy such material neither may you supply copy of such material to any other person.
 - 3.1.4 If necessary, an extension can be granted, provided that we are notified promptly when you are prevented from studying due to illness or reasons beyond your control.
 - 3.1.5 On enrolment with DLA, you will receive activation instructions for your study materials via the student email address provided on your registration document. Please ensure that you regularly check this email address for communication from us, such as statements, assessment, reports and course updates.
 - 3.1.6 You fully understand that the course material supplied to you is licensed to you for one calendar year and will always remain the property of DLA. The course material is copyright protected and is a serious offence to disseminate to any persons or organizations other than yourself.
- 3.2 Payment of your fees
 - 3.2.1 If you are over 18 and will be paying the fees yourself, then you hereby declare that you:
 - (a) Are legally bound to this contract;
 - (b) Are responsible for the repayment of the entire debt; and
 - (c) Accept all the terms and conditions of the agreement.
 - 3.2.2 If you are under 18, then your parent, custodian or guardian:
 - (a) By making any form of payment in conjunction with a submitted registration document accepts of all the terms and conditions of this agreement.
 - (b) Hereby accepts responsibility for the repayment of the entire debt; and
 - (c) Expressly waives the rights of exclusion and division.
 - 3.2.3 If a third party will be paying the fees for you, then:
 - (a) If the third party is a business, then the business hereby:
 - Warrants us that the signatory has the required legal capacity to enter into and be bound by these terms and conditions;
 - Takes full responsibility for the repayment of the entire debt and accepts all the terms and conditions of the entire agreement; and
 - Expressly waives the rights of exclusion and division.

(b) If the third party is an individual, then the individual:

- Must sign acceptance of all the terms and conditions of this agreement;
 - Hereby accepts responsibility for the repayment of the entire debt; and
 - Expressly waives the rights of exclusion and division.
- 3.2.4 The price payable will be submitted by the method you have indicated on your registration form.
 - 3.2.5 All payments due in terms of this agreement will be paid on or before the due Date for payment.
 - 3.2.6 We are entitled to levy an administration charge, which you agree to pay, if any debit order or other form of payment is returned unpaid or if your credit card payment is rejected for whatever reason.*
 - 3.2.7 Student/Payee acknowledges that the onus is upon themselves to ensure that the monthly payments, if any, are made.
 - 3.2.8 DLA reserves the right to change the debit order date to accommodate Public Holidays, weekends, etc.
 - 3.3 What happens if you don't pay us on time*
Please note that the following points apply to both the student and the payer of the account.
 - 3.3.1 If you breach any of the terms of this agreement by failing to pay any instalment within 14 (fourteen) calendar days after its due date, then we shall:
 - a) Charge interest on the overdue amount at the interest rate calculated from the due date of payment to the date of actual payment at Prime plus 5% (five percent) as quoted by FNB;
 - b) Inform the respective credit bureaus of your payment default; and
 - c) Send you a Section 129 (of the National Credit Act 2005) demand by registered post giving you 10 (ten) business days to pay the debt.
 - 3.3.2 Should a student or account payer fail to make two consecutive payments then the student hereby agrees and acknowledges that s/he will be barred from receiving any further study material, tuition, and submitting assignments.

- 3.3.3 In terms of the demand you may refer the debt to a debt counsellor, alternative dispute resolution agent, consumer court or ombudsman with jurisdiction, with the intent that you and us resolve any dispute regarding the debt, or develop and agree on a plan to bring the debt repayments.
- 3.3.4 If 10 (ten) days have elapsed since we delivered the Section 129 notice to you and there has been no response to that notice, or if you have responded to the notice by rejecting our proposals, then we shall be entitled to proceed against you for the recovery of the debt without further notice.
- 3.3.5 You shall be responsible for the cost of all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses, on an attorney own client scale including collection commission at 10% (ten percent) per instalment irrespective of the maximum laid down, incurred as a result of any breach of this agreement.
- 3.3.6 Charges/Bank Fees to be recovered from Payer if a debit order is rejected.

4. Your personal information

- 4.1 You warrant that the information disclosed in this agreement is true and correct in every respect and it shall be a material breach of this agreement if such information or part thereof is found to be fraudulent, untrue or incorrect. (Please note that this applies to both the student and the payer of the account.)
- 4.2 You undertake to notify us in writing of any material changes to your contact details, including, but not limited to your business, postal or residential addresses, home, work or cell phone numbers, banking details and email addresses, within 7 (seven) days of such change. (Please note that this applies to both the student and the person responsible for payment.)
- 4.3 Please note: You consent to us obtaining credit bureau enquiries from time to time through any credit bureau or similar institution in order to ascertain your personal circumstances, credit history and credit worthiness.*
- 4.4 You consent to us obtaining, using and disclosing your personal information, when necessary, as follows:
 - (a) to provide the materials to you and otherwise perform our obligations and enforce our rights under this Agreement;
 - (b) to use your information to inform you of our other courses, products or services that may be of interest to you;
 - (c) to share your information with companies in our group, (associated companies and third parties) to enable them to inform you of other products or services that may be of interest to you; and
 - (d) to give to attorneys and debt collection agencies, if you are in breach of this agreement.*

5. Your rights to debt review*

- 5.1 In terms of the National Credit Act (section 86(1)), you may apply to a debt counsellor in the prescribed manner and form in order to have you declared over-indebted.
- 5.2 However, section 86(2) specifically provides that if we have proceeded to take section (129) steps against you, then you may not make use of debt review.

6. Your rights to settle debts*

- 6.1 You are entitled to settle your debts any time, with or without advance notice to us.
- 6.2 The amount required to settle a debt is the total of the unpaid balance of the principle debt at that time and the unpaid interest charges and all other fees and charges payable by you to us up to the settlement date.

7. Limitation of our liability

We will not be liable in any way whatsoever, for damages, liability or losses (whether direct, indirect or consequential) suffered by you, or the third party, or your parent/guardian or custodian, resulting from the use of the material, or arising from this agreement, unless such damages, liability or losses are direct results of our gross negligence.

8. General

- 8.1 Course fees exclude:



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(a) Registration fees for Institutes and other external bodies; and

(b) Exam fees; and

(c) Cancellation fees.

8.2 Certificates, where applicable will only be issued once your account has been settled in full and all applicable exams and tests have been completed and you are declared competent.

8.3 We do not accept responsibility for your eligibility or entry for public examinations.

8.4 Results will only be issued to the registered student.

8.5 We do not accept responsibility for your eligibility or entry for any relevant external Institution or Examining Body.

8.6 You and the third party choose the address as disclosed in this agreement as your and the third party's domicilium citandi et executandi for all purposes arising from this agreement.

8.7 No relaxation or indulgence, which we may extend to you, shall affect our rights under this agreement. (Please note that this applies to both the student and the person responsible for payment.)

8.8 All liabilities or obligations arising under this agreement shall be enforceable against you after termination of this agreement.*

8.9 This agreement constitutes the whole agreement between you and us and no variation, deletion, or addition will be valid, unless it is in writing and signed or published by us, as is appropriate. (Please note that this applies to both the student and the person responsible for payment.)

8.10 You consent to the jurisdiction of any Magistrate's Court having jurisdiction, regarding any legal action issued by us against you arising from this agreement, and you also consent to us issuing proceedings out of the High Court, if we choose to do so. (Please note that this applies to both the student and the person responsible for payment.)

8.11 You reserve the right to cancel agreement in writing within 14 (fourteen) days from date of registration, where after this agreement shall not be cancelled without our consent.

8.12 Refunds will not be entertained once the study material has been dispatched from DLA.

8.13 This agreement is subject to acceptance by us, which will be communicated in writing to you. DLA reserves the right to enrol students upon meeting all Academic and Financial requirements.

* Please note that 'you' and 'your' in these clauses or sentences refer to the person responsible for payment, being the student (if over the age of 18 years), or his/her parent, guardian or custodian (if the student is under 18 years), or the third party whose particulars appear on the registration form.
