



Application Form and Contract of Enrolment

Contact details	
Campus / region	eta Pietermaritzburg
Street address	460 Town Bush Road, Town Bush Office Park, Block A, Cascades Pietermaritzburg 3201
Postal address	P.O. Box 574, Hyper by the Sea, 4053
Phone	+27 (031) 701 8921
Fax	+27 (031) 701 9606
Email address	durban@etacollege.com
Website	www.etacollege.com

Banking details	
Account holder	Exercise Teachers Academy PTY Limited
Bank:	Nedbank Limited
Branch Name	Seapoint
Bank Account:	1069 336 572
Branch code	106909
Swift Code:	NEDSZAJJ

Instructions to the eta applicant:

1. Please read the **Terms and Conditions of Registration** attached to this form.
 2. Please complete all details as accurately as possible; omissions or errors will delay your application.
 3. The **eta Admission Criteria** should be read to ensure that you qualify for admission to your course of choice.
 4. **NB:** If you are 18-years or over, please ensure that the 'Acknowledgement and Declaration' are signed and that all other pages of the application form are initialled on the bottom right hand corner. Both the applicant and person responsible for payment must initial and sign.
 5. **NB:** A certified copy of the ID document of the applicant as well as the person responsible for the payment of the course fees should be attached to the application.
 6. Read the **Documents Required** section at <http://www.etacollege.com/application-rules/>, it also stipulates documents required for foreign applicants.
 7. The **Payment Schedule** must be completed in full, signed and submitted with your application. It is available from any campus or online at <http://www.etacollege.com/applications/application-forms/> (not required if you apply online).
 8. **Confirmation:** Once all required documentation is received, approved and the registration fee paid, where applicable, successful applicants will receive an e-mail of *confirmation of conditional acceptance*. Applicants then pay the required course deposit after which they will receive an e-mail of *confirmation of acceptance and enrolment*.
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1. Qualification choice (Select one course from the table below. Check the course information sheet before making your choice.)

Certificate in Personal Trainer (1 year, NQF Level 5)	Part Time
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2. Applicant personal details (Please complete in full.)

South African ID No		Passport No or Alternate ID No	
Initials		Title	Date of Birth
Surname			
First Name		Gender	Male Female
Second Name	<small>if available</small>	Nick Name	<small>optional</small>
Population Group		Nationality	
Citizenship	South Africa	Permanent Resident	Dual (SA plus other) Other
Marital Status	Single (never married)	Married	Separated Widowed Divorced
Socio-economic Status	Employed	Unemployed	Scholar/Student Pensioner/retired
Home Language		How did you hear about eta?	
Do you have a disability, special health condition or special need that we need to know about? Please attach relevant details			Yes No

*The above-mentioned information is required by the Department of Higher Education and Training.
The eta does not discriminate against any person based on religion, race or gender.*

3. Tertiary application details (Please circle your answer)

Were you previously enrolled at any tertiary institution?	Yes	No
Were you previously enrolled at eta College?	Yes	No
Are you the first member in your family to enrol at a tertiary institution?	Yes	No

4. Applicant contact details (Please complete in full)

Preferred method of communication	Cell	Email	Fax	Mail	SMS
Email Address	<small>If you do not have an email, you will be required to create one. We recommend creating a free Gmail account.</small>				
Physical address Line 1					
Physical address Line 2					
Country		Postal Code			
Postal address Line 1					
Postal address Line 2					
Country		Postal Code			
Contact Numbers	Home:	Cell:			
Work:	Fax:				

5. School and education details (Please complete in full)

Name of last school attended	
Province/city where this school is located	
NB Documents:	
a) Attach a certified copy of your NSC (National Senior Certificate), GCSE (General Certificate of Secondary Education) or similar certificate. If these are not yet available, midterm results or grade 11 results may be submitted in the interim.	
b) Attach certified copies of other qualifications that you hold.	

6. Additional contact details (Please provide us with an additional contact in case of an emergency)

Please indicate nature of relationship to applicant		Father	Mother	Guardian	Sponsor	Other
Title		Surname		First Name		
Email Address						
Contact Numbers	Home:			Cell:		
Work:				Fax:		

7. Payment of tuition fees

Who will be responsible for the payment of tuition fees?	Applicant	Tick here	Co-Debtor	Tick here
The person responsible for the payment of fees (co-debtor) must complete the Payment Schedule Form attached .				

8. Acknowledgement and declaration of application

To be completed by the applicant if 18-years or over and by the parent/legal guardian if applicant is under 18-years of age

Applicant: I have read and understood the eta Terms and Conditions of registration and confirm that I am bound thereby. I declare that the information I have supplied is complete and true. I understand that if any of it is found to be incomplete, false or misleading, eta has the right not to approve my application. I declare that I hold myself responsible for all fees and charges due and payable by me as a student with eta . Should my account be handed over to attorneys for collection, I will be liable for all additional costs and fees charged by them.			
Signature of applicant			
Signed at		Date	
Parent/legal guardian: I confirm that I am the parent/guardian of the applicant above. I hereby give my consent to the applicant applying for registration. I have read and understood the eta Terms and Conditions of registration and confirm that I am bound thereby.			
Signature of parent/legal guardian			
Signed at		Date	

TERMS AND CONDITIONS OF REGISTRATION

AGREED UPON BETWEEN

**The Exercise Teachers Academy (Pty) Ltd Registration No. 2005/021935/07 (eta)
AND
The Applicant**

Note: These Terms and Conditions must be read with and forms an integral part of the eta Application Form.

1. INTERPRETATION

- 1.1 In these Terms and Conditions, unless the context clearly indicates a contrary intention:-
- 1.1.1 Any gender shall include the other genders.
 - 1.1.2 A natural person includes an artificial person and vice versa.
 - 1.1.3 The singular includes the plural and vice versa.
- 1.2 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have a corresponding meaning unless inconsistent or otherwise indicated by the context:
- 1.2.1 "Applicant" means the person applying for registration at **eta** and includes a student after he/she has been registered by **eta**.
 - 1.2.2 "Application Form" means the official application form available on **eta's** website and at the offices of **eta**.
 - 1.2.3 "Course Fees Schedule" means **eta's** applicable Course Fee Schedule available on **eta's** website and at **eta's** offices.
 - 1.2.4 "Parties" means the Applicant, his/her Parent or Guardian (if applicable) and **eta**.
 - 1.2.5 "Payment Options" means the payment structure as set out in **eta's** Fees and Payment Policies available on **eta's** website and at **eta's** offices.
 - 1.2.6 "Policies for Cancellations and Refunds" means **eta's** Policies for Cancellations and Refunds available on **eta's** website and at **eta's** offices;
- 1.3 Clause headings have been inserted for convenience only, and shall not be taken into account in interpreting these Terms and Conditions Agreement.

2 FEES PAYABLE

- 2.1 **The fees payable to eta in respect of the courses comprise the following:**
- 2.1.1 Where applicable, the non-refundable registration fee, payable upon registration.
 - 2.1.2 Subject to clause 5 below, the full Course fee in respect of the course chosen, is payable in accordance with **eta's** Fees and Payment Policy and the applicable Course Fees Schedule for the year of registration.
- 2.2 The fee mentioned in clause 2.1.1 may not be transferred to another person or to another **eta** region.
- 2.3 The fees referred to in clause 2.1 do not include any external institute membership fees, other public or private university fees, supplementary assessment fees, stationery, transport costs, or any costs in respect of meals and/or refreshments.
- 2.4 It is specifically recorded that the registration of the Applicant for the chosen **eta** course has legal effect once the fee referred to in clause 2.1.1 has been received by **eta** and all the relevant persons (that is, the Applicant and Parent or Guardian, where appropriate) have signed the Application Form, the Terms and Conditions, any other applicable documentation and the Applicant has indicated that he/she is bound by **eta's** Policies, Rules and Code of Conduct and **eta** has informed the Applicant that he/she has been registered.
- 3 eta's RIGHTS**
- 3.1 The **eta** has the right to:
- 3.1.1 Combine classes of a similar academic level and content and to change the syllabus at any time should the requirements by accreditation or registration bodies so demand;
 - 3.1.2 Apply **eta's** Rules and Policies, Code of Conduct and Performance Requirements and the Applicant hereby agrees to be bound by such Rules, Policies, Code of Conduct and Performance Requirements as may be amended by **eta** from time to time without notice to the Applicant;
 - 3.1.3 Exclude the Applicant from lectures, tutoring and or assessment, to withhold results and or dismiss an Applicant for failure to comply with these Terms and Conditions, **eta** rules, Policies and Code of Conduct or a failure by the Applicant to meet the Performance Requirements;
 - 3.1.4 Withhold results and certification for failure by the Applicant or their Parent/Guardian/Sponsor to fully fulfil the Applicant's course fee payment obligations set out in these Terms and Conditions.
- 3.2 It is recorded that a minimum of 15 (fifteen) registered Applicants is required for any course to be run by **eta**. In this regard, **eta** therefore has the right to cancel the teaching of any course offered on the basis of insufficient demand.
- 3.3 The **eta** may disqualify an Applicant's application should the information on the Application Form submitted be found to be incorrect or fraudulent.

4 APPLICANT'S CURRICULAR OBLIGATIONS

- 4.1 Applicants who have been registered are obliged to complete their learning programmes within the time frames indicated in the eta Policies for registration.
- 4.2 An Applicant who has been registered shall, subject to clause 5 below, not be entitled to a refund of tuition fees. Furthermore, the right to attend lectures and take assessments is not transferable by the Applicant to another person.

5 COOLING-OFF PERIOD

- 5.1 Applicants are entitled to cancel their registration prior to course commencement and up until the seventh (7th) day after the course commencement date. During this time Applicants must inform eta in writing of such cancellation and in such event, the eta Policy for Cancellations and Refunds applies.
- 5.2 After the seven day period, no refunds will be considered.
- 5.3 The date on which the cancellation is received, relevant to course commencement, will determine the total non-refundable amount.
- 5.4 Registration fees are not refundable.
- 5.5 No refunds apply for distance learning applicants on the Payment Option 2.

6. NON-DELIVERY BY eta

In the event of eta being unable to deliver learning at a venue operated by eta or due to eta's failure to meet its obligations to its Applicants, the directors undertake to deliver the balance of any learning due to the Applicant (in good financial standing with the eta) through the medium of Distance Learning. The Applicant agrees to the provision of this alternative teaching by eta.

7. VIS MAJOR

- 7.1 A "vis major event" means an event or circumstance which, despite its reasonable effort, and without its fault or negligence, renders eta unable to fulfil its obligations as set out in these Terms and Conditions and includes the following:
- 7.1.1 Any act of God;
 - 7.1.2 Civil commotion, riot, invasion, war threat or preparation for war and other hostilities;
 - 7.1.3 Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster;
 - 7.1.4 Strikes, lock-outs and other industrial action;
 - 7.1.5 Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
 - 7.1.6 Political interference with the normal operations of any Party; and
 - 7.1.7 Embargo, restrictions or requirements or other acts by any government or other lawful authority.

- 7.2 In the event of a vis major event occurring, eta has the right to cease lectures and close the applicable college temporarily. Whilst eta undertakes to make every effort to resume lectures as soon as possible, no warranties are made in this regard and no refund of tuition fees will be made.

8. ACKNOWLEDGEMENTS AND INDEMNIFICATION BY APPLICANT

The Applicant acknowledges that:

- 8.1 He or she may be exposed to risks to life, bodily injury, health, and illness, damage to property or personal liability and, in the full knowledge of the risks, indemnifies eta against all claims, (including claims by third parties) charges, lawsuits, damages, orders and expenditures whatsoever arising from the abovementioned or in the attendance at lectures or training in any workshop, laboratory or other place or any excursion, event or sporting activity with or without eta;
- 8.2 The course provided by eta is occupationally based and as such includes lectures and fieldwork components. The fieldwork includes practical work experience at workplace sites prescribed by eta from time to time. It is agreed that any such fieldwork is not paid employment but may result in offers of employment for the Applicant. The Applicant agrees to implement his fieldwork hours at times and venues stipulated by the eta. This could be evenings, early mornings, weekends and public holidays or during term holidays;
- 8.3 The information given in the Application Form is warranted to be accurate and correct in all respects; and
- 8.4 He or she has read and understood these Terms and Conditions and agrees to be bound thereby and by the Policies and Procedures of eta in force for the time being and for any period during which the Applicant is registered with eta.

9. TRANSFERS BETWEEN eta REGIONS

Transfer of an Applicant between eta regions is possible; the eta Policy for Transfers applies.

10. INTELLECTUAL PROPERTY

All intellectual property rights in the course materials provided by eta to the Applicant shall remain eta or its licensors' property.

11. CONFIDENTIALITY

Any information and materials relating to eta or its business disclosed to the Applicant by or on behalf of eta prior to or after the entering into any contract with the Applicant, shall be the confidential information of eta and shall not be used or disclosed by the Applicant to any third party without the written permission of eta.

12. NOTICES AND DOMICILIUM

- 12.1 The Parties choose as their respective *domicilia citandi et executandi* for all purposes in terms of these Terms and Conditions, and at which address delivery or service of all notices and legal documents shall be given, the addresses reflected in the Application Form.
- 12.2 Any Party shall be entitled to change the abovementioned address to any other address with not less than 5 (Five) days written notice to that effect to the other Party.
- 12.3 Any notice shall be effected in writing and such notice shall be deemed to have reached the addressee within 5 (Five) business days of dispatch or at the time of delivery thereof.
- 12.4 Notwithstanding anything to the contrary or implied in this Agreement, a written notice or communication actually received by one of the Parties from another, including by way of facsimile transmission or electronic communication, shall be adequate written notice or communication to such Party.

13. APPLICABLE LAW AND JURISDICTION

- 13.1 These Terms and Conditions, the annexes hereto and the Application Form will in all respects be governed by and construed under the laws of the Republic of South Africa and/or the laws of the country in which the **eta** course is being offered.
- 13.2 The Applicant consents to the non-exclusive jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act No.32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by **eta** exceeds the normal jurisdiction of the Magistrate's Court as to amount. The **eta** shall, in its discretion, be entitled to proceed against the Applicant in any other court of competent jurisdiction, notwithstanding the foregoing.

14. DISPUTE RESOLUTION

- 14.1 Should any dispute, disagreement or claim arise between the Parties (called hereafter "the dispute") concerning these Terms and Conditions, the Parties shall try to resolve the dispute by negotiation. This entails that the one Party invites the other in writing to a meeting to attempt to resolve the dispute within 7 (Seven) days from date of the written invitation. If no such meeting is held, or if the dispute has not been resolved by such negotiation, the Parties shall submit the dispute to the Arbitration Foundation of Southern Africa (AFSA) administered mediation, upon the terms set by the AFSA Secretariat.
- 14.2 Failing such a resolution, the dispute, if arbitrable in law, shall be finally resolved in accordance with the Rules of AFSA by an arbitrator or arbitrators appointed by AFSA.
- 14.3 The arbitration shall be conducted in the city or town where the Applicant is registered, in English, and the law of South Africa shall apply to the arbitration. Any reference to arbitration shall not relieve either Party from any liability for the due and punctual performance of its obligations under these Terms and Conditions.

15. SOLE AGREEMENT

The Applicant acknowledges that these Terms and Conditions, together with the annexes and Application Form, constitutes the sole record of the agreement between the Parties concerning the subject matter hereof, and supersedes and overrides all previous agreements between the Parties, whether written or oral.

16. WAIVER

No relaxation or indulgence granted to the Applicant by **eta**, at any time, shall be deemed to be a waiver of any of **eta's** rights in terms hereof, and such relaxation or indulgence shall not be deemed a novation of any of the Terms and Conditions set out herein, or create any estoppel against **eta**. No waiver of these Conditions will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given.

17. VARIATION

No notice, variation, addition, deletion, or agreed cancellation of these Terms and Conditions, the annexes or Application Form hereto, will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto.

18. ASSIGNMENT

The Applicant shall not at any time cede or assign any of its rights or obligations under these Terms and Conditions without the prior written consent of **eta**.

19. SEVERABILITY

If any clause of these Terms and Conditions shall be found to be invalid by any competent court, the remaining clauses shall remain valid and enforceable.

Applicant Name:

Applicant signature:

Date: