



## Application Form and Contract of Enrolment

<b>Contact details</b>	
<b>Campus / region</b>	eta Namibia
<b>Street address</b>	Hugel Street, Windhoek, Namibia
<b>Postal address</b>	P.O. Box 11238, Windhoek
<b>Phone</b>	+264 81 166 1200
<b>Fax</b>	n/a
<b>Email address</b>	namibia@etacollege.com
<b>Website</b>	www.etacollege.com

<b>Banking details</b>	
<b>Account holder</b>	eta College Namibia CC
<b>Bank:</b>	Nedbank
<b>Branch Name</b>	Business Centre
<b>Account number</b>	11990059820
<b>Branch code</b>	461617

### **CONSUMER PROTECTION ACT NOTICE**

*IN COMPLYING WITH THE PROVISIONS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, 68 OF 2008, YOUR ATTENTION IS DRAWN TO THE TERMS AND CONDITIONS PURPORTING TO LIMIT THE RISK AND/OR LIABILITY OF ETA, IMPOSE AN OBLIGATION ON YOURSELF, LIMIT THE LIABILITY OF ETA IN RESPECT OF ANY LOSS OR DAMAGE AND/OR THE DEATH OF ANY PERSONS; CONSTITUTE AN ASSUMPTION OF RISK BY YOURSELF; CONTAIN A RISK OF AN UNUSUAL CHARACTER OR NATURE AND BEING AN ACKNOWLEDGEMNT OF A FACT BY YOURSELF. TO THIS EFFECT, YOU ARE REQUIRED TO CAREFULLY READ AND INITIAL THE CLAUSES FRAMED IN A GRAY BACKGROUND BELOW WHICH SET OUT THESE PROVISIONS IN A MANNER WHICH ARE LIKELY TO ATTRACT THE ATTENTION OF AN ORDINARILY ALERT APPLICANT.*

**Instructions to the eta applicant:**

1. Please read the **Terms and Conditions of Registration** attached to this form carefully.

2. All details sought in this document must be completed **accurately, truthfully and correctly**. Omissions, falsities or inaccuracies may result in a delay in the processing of your application and / or harm being suffered by **eta** occasioned by the reliance on such incomplete or inaccurate information. In completing this document and making application as set out herein, you specifically agree to indemnify and hold **eta** harmless against any harm, damage or loss which may be brought about or occasioned as a result of **eta** relying on any false, inaccurate or incomplete information. In addition, you warrant that the information is true, complete and accurate.

3. The **eta Admission Criteria** (a copy of which can be found on our website at <http://www.etacollege.com/admission-criteria/>) should be read carefully to ensure that you qualify for admission for the course of choice. In completing this document and making application as set out herein, you specifically warrant that you have read, understood and comply with the admission criteria as set out in this document.

4. If you are 18-years or older, the 'Guarantee and Co-Principal Undertaking' contained in the Payment Schedule" (save as otherwise agreed to in writing by **eta**) must be signed be concluded as set out therein. In completing this document and making application as set out herein, you specifically acknowledge that the provisions set out in the 'Payment Schedule' serve as additional security and in no manner, shape or form (save as otherwise agreed to in writing) detract from your liability to make payment of any amount due and payable to **eta**

5. The Documents Required will be sent by the region to ensure that the documents listed therein are attached to this application (where applicable, the documents should be certified as being a true copy by a commissioner of oaths)

6. The **Payment Schedule** will be sent separately.

**7. Confirmation:** Once we have all the required documentation, approved the Application and confirmed receipt of payment of the applicable registration fee you will receive an e-mail titled "*confirmation of conditional acceptance*". *Receipt of this e-mail does not confirm that you have been accepted or enrolled for the applicable course. You will only be deemed to be enrolled for the course upon having complied with the applications set out in this application and having paid the applicable deposit in respect of the course for which you have chosen to enrol in full, whereupon you will receive an e-mail titled "confirmation of acceptance and enrolment."*

**Admission Criteria:**

In order to qualify for consideration for any of the courses offered by **eta**, you must meet the following academic criteria

In respect of National Certificate Courses (NQF Level 5):

- The minimum recommended requirement for admission is the National Senior Certificate (NSC), elementary achievement (30-39%), as certified by Umalusi or GCSE (or similar) certification.
- Recommended: Minimum of 40% in English (the language of instruction at **eta**).

In respect of National Diploma Courses (NQF Level 5):

- The minimum recommended requirement for admission is the National Senior Certificate (NSC), elementary achievement (30-39%), as certified by Umalusi or GCSE (or similar) certification.
- Recommended: Minimum of 40% in English (the language of instruction at **eta**).

For more information on specific course admission, visit  
<http://www.etacollege.com/admission-criteria/>

**1. Qualification choice** (Select one course from the table below. Check the course information sheet before making your choice.)

CERTIFICATES	
National Certificate in Coaching Science* (1 year, NQF Level 5)	Full Time
National Certificate in Fitness (1 year, NQF Level 5)	Full Time
National Certificate in Sport Management (1 year, NQF Level 5)	Full Time
Certificate in Personal Trainer (1 year, NQF Level 5)	Part Time
DIPLOMAS	
National Diploma in Coaching (2 years, NQF Level 5)	Full Time
National Diploma in Fitness Sport Conditioning (2 years, NQF Level 5)	Full Time
National Diploma in Fitness Special populations (2 years, NQF Level 5)	Full Time

*Only for National Certificate in Coaching Science students Mandatory: Select ONE sport elective below				
Cricket	Football	Hockey	Netball	Rugby

**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	Namibian	Permanent Resident	Dual (Namibian & Other citizenship) 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 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.**

**1. Applicant contact details (Please complete in full)**

Preferred method of communication	Cell	Email	Fax	Mail	SMS
Email Address	If you do not have an email, you will be required to create one. We recommend creating a free Gmail account.				
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:		

**2. Payment of tuition fees**

<b>Who will be responsible for the payment of tuition fees?</b>	Applicant	Tick here	Co-Debtor	Tick here
The person responsible for the payment of fees (co-debtor) must complete the <b>Payment Schedule Form and complete their details below.</b>				
Relationship to Applicant:				
Name & Surname:				
Contact Information:	Email:			
	Home:		Cell:	

**3. Tertiary application details (Please circle your answer)**

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

**4. School and education details (Please complete in full)**

Name of last school attended	
Province/city where this school is located	
<b>NB Documents:</b>	
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.	

**5. 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:		



**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

<p><b>1. Applicant:</b> I have read and understood the <b>eta Terms and Conditions of registration</b> and confirm that I am bound thereby. I declare that the information that I have supplied herein to be complete and true. I understand that if any of it this information found to be incomplete, false or misleading, <b>eta</b> has the right to dismiss my application. In addition, I agree to indemnify and hold <b>eta</b> harmless against any harm, damage or loss which may be brought about or occasioned as a result of <b>eta</b> relying on any false, inaccurate or incomplete information.</p>			
<b>Signature of applicant</b>			
Signed at		Date	
<p><b>Parent/legal guardian:</b> 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 <b>eta Terms and Conditions of registration</b> and confirm that I am bound thereby.</p>			
<b>Signature of parent/legal guardian</b>			
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**  
**("Terms and Conditions")**

**Note: These Terms and Conditions must be read with and form an integral part of the eta Application Form to which they are attached.**

**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" / "You" or "Yourself" means the person whose particulars appear as such in the Application Form;
  - 1.2.2 "Application Form" means the application to which these terms and conditions are attached;
  - 1.2.3 "Course Fees Schedule" means **eta's** applicable Course Fee Schedule (a copy of which can be found on our website <https://www.etacollege.com/admissions/fees/>) and as may be amended or supplemented from time to time;
  - 1.2.4 "Code of Conduct and Performance Requirements" means **eta's** applicable Code of Conduct and Performance Requirements (a copy of which can be found on our website <https://www.etacollege.com/why-eta-college/rules-policies>) and as may be amended or supplemented from time to time;
  - 1.2.5 "Course" means the course selected by the Applicant in the Application;
  - 1.2.6 "Electronic Communications and Transactions Act" means the Electronic Communications and Transactions Act No. 25 of 2002;
  - 1.2.7 "Fees and Payment Policy" means **eta's** applicable Fees and Payment Policy (a copy of which can be found on our website at <https://www.etacollege.com/why-eta-college/rules-policies/>) and as may be amended or supplemented from time to time;

- 1.2.8 "eta" / "Us" or We" means Exercise Teachers Academy (Pty) Ltd Registration No. 2005/021935/07, a private company duly registered and incorporated in accordance with the company laws of the Republic of South Africa;
- 1.2.9 "Magistrate's Court Act" means the Magistrate's Court Act No.32 of 1944;
- 1.2.10 "National Credit Act" means the National Credit Act No. 34 of 2005;
- 1.2.11 "Parties" means the Applicant, his/her Parent or Guardian (if applicable) and **eta**;
- 1.2.12 "Payment Options" means the payment structure as set out in **eta's** Fees and Payment Schedule as attached hereto and as may be amended or supplemented from time to time;
- 1.2.13 "Personal Information" means "personal information" as defined in section 1 of the Protection of Personal Information Act No. 4 of 2013;
- 1.2.14 "Prescribed Rate of Interest Act" means the Prescribed Rate of Interest Act No. 55 of 1975;
- 1.2.15 "the Protection of Personal Information Act: means the Protection of Personal Information Act No. 4 of 2013;
- 1.2.16 "Policies for Cancellations and Refunds" means **eta's** Policies for Cancellations and Refunds (a copy of which can be found on our website at <https://www.etacollege.com/why-eta-college/rules-policies/> )and as may be amended or supplemented from time to time.
- 1.2.17 "Rules and Policies" means **eta's** applicable Rules and Policies as (which can be found on our website at <https://www.etacollege.com/why-eta-college/rules-policies/>) and as may be amended or supplemented from time to time
- 1.2 Clause headings have been inserted for convenience only, and shall not be taken into account in interpreting these Terms and Conditions t.
- 1.3 *Annexures to and policies, available on the eta website and referred to in these Terms and Conditions shall be deemed to be incorporated in and form part of the Terms and Conditions and shall have the same force and effect as if they were contained in the body of the Terms and Conditions.*
- 1.4 *Any communication which is required to be "in writing" in terms of these Terms and Condition shall mean legible writing in English and includes a communication which is written or produced by any substitute for writing or which is partly written or partly so produced, and shall include printing, typewriting, lithography, facsimile and electronic mail and any form of electronic communication contemplated in the Electronic Communications and Transactions Act.*
- 1.5 *When any number of days is prescribed in these Terms and Conditions, same shall be reckoned exclusive of the first and inclusive of the last day unless the last day falls on a day that is not a business day in which case the last day shall be the next succeeding business day.*
- 1.6 *If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 17h00 (local time at the place where the obligation or act is required to be performed) on that day*
- 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, which is payable in accordance with **the** Fees and Payment Policy read with the Course Fees Schedule for the year of registration.
- 2.2 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 and pertain only to enrolment and participation in the Course
- 3 eta's RIGHTS**
- 3.1 **eta** has the right to (without limitation):
- 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 and Policies or 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) successful Applicants are required for any course to be presented and offered by **eta**. In this regard, **eta** reserves the right to terminate the presentation of offering of the Course on the basis of insufficient demand.

3.3 **eta** may dismiss an Applicant's application should the information in this Application be found to be incorrect, incomplete, fraudulent or misleading

#### 4. APPLICANT'S CURRICULAR OBLIGATIONS

4.1 Applicants whose applications have been successful and subsequently enrolled for the Course are obliged to complete the learning programmes associated with the Course within the time frames indicated in the Rules and Policies.

4.2

Once an Applicant's application has been accepted, subject to clause 5 below, he shall not be entitled to a refund of any Course fees.

#### 5. COOLING-OFF PERIOD

5.1 Applicants are entitled to cancel their registration and withdraw their application prior to Course commencement, provided they exercise such election within 5 business days of submission of the Application. Such cancellation will be subject to the Policy for Cancellations and Refunds.

#### 6. NON-DELIVERY BY **eta**

In the event of **eta** being unable to present a Course at a venue operated by **eta**, **eta** may at its sole and unfettered discretion elect to present the Course (or part thereof) by way of the use of electronic or other online media.

#### 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, without penalty or recourse, to cease the presentation of the Course (through whatever medium) for the duration of the vis major event and for such reasonable period thereafter as may be required to arrange its affairs such that it is capable of presenting the Course (or the balance thereof where applicable) .

**8. ACKNOWLEDGEMENTS BY APPLICANT**

The Applicant acknowledges that:

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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 and holds harmless **eta** against all claims, (including claims by third parties) charges, lawsuits, damages, orders and expenditures whatsoever or howsoever arising.

The Course may contain practical components 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 shall be unpaid. The Applicant agrees to implement his fieldwork at times and venues stipulated by the **eta**. These times may include evenings, early mornings, weekends and public holidays;

**9. TRANSFERS BETWEEN eta REGIONS**

The applicant may not transfer, cede, assign or otherwise alienate any right and/or obligation arising from these Terms and Conditions without the prior written consent of eta. eta, shall however use reasonable commercial endeavours to allow an applicant to undertake his course across different eta regions.

**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 enrolment for the Course by the Applicant, shall remain the proprietary 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.

12.2 Any Party shall be entitled to change the abovementioned address to any other address by delivering not less than 5 (Five) days written notice to that effect to the other Party.

**13. APPLICABLE LAW AND JURISDICTION**

13.1 These Terms and Conditions, the annexes hereto and the Application will in all respects be governed by and construed under the laws of the Republic of South Africa

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 having jurisdiction under Section 28 of the Magistrate's Court Act, notwithstanding the fact that that the claim by **eta** exceeds the normal jurisdiction of the Magistrate's Court as to the amount thereof. The **eta** shall, in its sole and unfettered discretion, be entitled to legal proceedings against the Applicant in any other court of competent jurisdiction, notwithstanding a foregoing.

13.3 In the event of eta, instituting legal action against the Applicant, for purposes of enforcing any of its rights in terms of these Terms and Conditions, the Applicant shall be liable for payment of such costs on an attorney and own client scale.

**14. PROTECTION OF PERSONAL INFORMATION**

14.1 The Applicant hereby consents to the processing of his Personal Information as contained in the Application by eta for purposes of presenting the Course, entering into communications with the Applicant, statistical and research purposes and enforcing and implementing the terms of the Terms and Conditions.

**15. SOLE AGREEMENT**

The Applicant acknowledges that these Terms and Conditions, together with the annexes, policies on the **eta** website referred to herein and the Application, 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**, 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. NATIONAL CREDIT ACT**

It is specifically recorded that the National Credit Act is not applicable to these Terms and Conditions as no charge, fee or interest is payable by the applicable in exchange for the right to defer any payment herein. **eta** shall however be entitled levy interest at the rate prescribed in the Prescribed Rate of Interest Act in respect of any payments which are not received on the due date therefore.

**18. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT**

In compliance with section 43 of Electronic Communications and Transactions Act, 2002, **eta** draws your attention to the following information relating to it:

- i) Full name and legal status –  
**Exercise Teachers Academy (Pty) Ltd Registration No. 2005/021935/07, a private company duly registered and incorporated in accordance with the company laws of the Republic of South Africa**
- ii) Physical address and telephone number-  
**WPCC Sport Centre, Ave de Mist, Rondebosch 7700**
- iii) Web site address and e-mail address –  
[www.etacollege.com](http://www.etacollege.com)  
[info@etacollege.com](mailto:info@etacollege.com)
- iv) The registration number, the names of its office bearers and its place of registration –  
**2005/021935/07  
Linda Halliday & Stephen Harris  
South Africa**
- v) The physical address where **eta** will receive legal service of documents  
**WPCC Sport Centre, Ave de Mist,  
Rondebosch 7700**
- vi) A sufficient description of the main characteristics of the goods or services offered by **eta**  
**eta College is a private higher education and training college specialising in qualifications that lead to employment in the sport and fitness industries.**
- vii) the full price of the goods or services, including transport costs, taxes and any other fees or costs –  
**See Fees and Payment Policy**
- viii) The manner of payment –  
**See Fees and Payment Policy**
- ix) Any terms of agreement, including any guarantees, that will apply to the transaction and how those terms may be accessed, stored and reproduced electronically by consumers -  
**Payment Schedule will be sent separately**
- x) The time within which the goods will be dispatched or delivered or within which the services will be rendered –

**See Rules and Policies**

- xi) The manner and period within which the User can access and maintain a full record of the transaction –

**A copy of these terms and conditions and the Applicant's records can be obtained upon written demand together with payment of such reasonable inspection fee as may be determined by eta from time to time**

- xii) The return, exchange and refund policy of the Provider –

**See Policies for Cancellations and Refunds**

- xiii) The security procedures and privacy policy of that supplier in respect of payment, payment information and personal information –

**eta uses its reasonable commercial endeavours to implement and maintain adequate data security safeguards**

**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.

**20. 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

**Applicant Name:**.....

**Applicant signature:** ..... **Date:** .....