

| CONTACT DETAILS | |
|-----------------|--|
| Campus / region | eta Port Elizabeth |
| Street address | 36 Mangold Street, Newton Park, Port Elizabeth |
| Postal address | 36 Mangold Street, Newton Park, Port Elizabeth |
| Phone | +27 (041) 364 0466 |
| Email address | portelizabeth@etacollege.com |
| Website | www.etacollege.com |

| BANKING DETAILS | |
|-----------------|-------------------------------------|
| Account holder | Exercise Teachers Academy (Pty) Ltd |
| Bank: | Nedbank Limited |
| Branch Name | Sea Point |
| Account number | 1180 887 948 |
| Branch code | 106 909 |

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 ACKNOWLEDGEMENT 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 programme 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 attached herein**.
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 programme. You will only be deemed to be enrolled for the programme upon having complied with the applications set out in this application and having paid the applicable deposit in respect of the programme for which you have chosen to enrol in full, whereupon you will receive an e-mail titled "confirmation of acceptance and enrolment."*

ADMISSION CRITERIA

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

1. **QUALIFICATION CHOICE (Select one programme from the table below. Check the programme information sheet before making your choice.)**

| TICK | PROGRAMME APPLYING FOR | Early Bird Total fees | Upfront Total fees | Term Total fees |
|--|--|--------------------------|-----------------------|--------------------|
| <input type="checkbox"/> | Full time Bachelor of Exercise in Sport and Leisure (3 years, NQF Level 7) | R 61 500 | R 63 500 | R 67 500 |
| <input type="checkbox"/> | Full Time Bachelor of Management in Sport and Leisure (3 years, NQF Level 7) | R 56 500 | R 58 500 | R 62 500 |
| <input type="checkbox"/> | Full time Higher Certificate in Fitness (1 year, NQF Level 5) | R 51 500 | R 53 500 | R 57 500 |
| <input type="checkbox"/> | Full time Advanced Certificate in Fitness Sport Conditioning (1 year, NQF Level 6) | R 51 500 | R 53 500 | R 57 500 |
| <input type="checkbox"/> | Full time Higher Certificate in Sport, Recreation and Fitness Management (1 year, NQF Level 5) | R 44 500 | R 46 500 | R 50 500 |
| <input type="checkbox"/> | Full time Advanced Certificate in Sport, Recreation and Fitness Management (1 year, NQF Level 6) | R44 500 | R46 500 | R50 500 |
| <input type="checkbox"/> | Part time Personal Trainer (6 months, 86 credits, NQF Level 5) | n/a | n/a | R 14 500 |
| PAYMENT AGREEMENT (Please sign in the correct column) Signature/ initial: | | | | |

2. APPLICANT DETAILS

| | | | | |
|---|---------------|------------------------------------|------------------------------------|--------|
| South African ID No / Passport | | Date of Birth | | |
| Initials | | Title | | |
| Name | | | | |
| Surname | | Gender | Male | Female |
| Population Group | Home Language | Socio-Economic Status | | |
| Email address | | Contact Number | | |
| Address | | | | |
| Do you have a disability, special health condition or special need that we need to know about? | | | | |
| Do you have access to a smartphone/tablet | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Do you have access to a desktop/laptop | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Do you have access to internet at home | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Where/how did you hear about eta? | | | | |
| Please attach relevant details | | | | |
| Who will be responsible for the payment of tuition fees? | | Applicant <input type="checkbox"/> | Co-debtor <input type="checkbox"/> | |
| The person responsible for the payment of fees (co-debtor) must complete the Payment Schedule Form and complete their details below. | | | | |
| Relationship to Applicant: | | | | |
| Name & Surname: | | | | |
| Contact Information: | | Email | | |
| | | Cell | Home: | |
| Can your parent / financier have access to your academic results? | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | |
| Name of the high school applicant attended | | | | |



Please note that newly certified pdf copies of applicants ID and matric certificate together with the registration fee proof of payment must be submitted 48 hours of submitting the online form

ACKNOWLEDGEMENT AND DECLARATION OF APPLICATION

Applicant: I have read and understood the **eta terms and Conditions of registration agreed to when completing online application form** (found at <https://www.etacollege.com>) and confirm that I am bound thereby. I declare that the information that I have supplied herein and on the online application to be complete and true. I understand that if any of this information's is found to be incomplete, false or misleading, **eta** has the right to dismiss my application. In addition, I 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.

| | |
|--|--------------------------------------|
| Name of Applicant | Signature of applicant |
| Signed at | Date |
| Parent /legal guarding: 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. | |
| Name of parent/legal guardian | Signature of parent / legal guardian |
| Signed at | Date |

GENERAL PAYMENT SCHEDULE | 2023

Guarantee and Co-principal undertaking (last page): This undertaking is required to be signed and returned to **eta** if the applicant is not paying the fees.

PAYMENT BREAKDOWN

Early bird: Full programme fee (Payment due at the end of December 2022)

Upfront: Full programme fee (Payment due at the end of January 2023)

Term payments: Termly payments over 4 terms

| TICK | PROGRAMME APPLYING FOR | Early Bird Total fees | Upfront Total fees | Term Total fees |
|--|--|--------------------------|-----------------------|--------------------|
| <input type="checkbox"/> | Bachelor of Exercise in Sport and Leisure | R 61 500 | R 63 500 | R 67 500 |
| <input type="checkbox"/> | Bachelor of Management in Sport and Leisure | R 56 500 | R 58 500 | R 62 500 |
| <input type="checkbox"/> | Higher Certificate in Fitness | R 51 500 | R 53 500 | R 57 500 |
| <input type="checkbox"/> | Higher Certificate in Sport, Recreation and Fitness Management | R 44 500 | R 46 500 | R 50 500 |
| <input type="checkbox"/> | Advanced Certificate in Fitness Sport Conditioning | R 51 500 | R 53 500 | R 57 500 |
| <input type="checkbox"/> | Advanced Certificate in Sport, Recreation and Fitness Management | R44 500 | R46 500 | R50 500 |
| <input type="checkbox"/> | Personal Trainer | n/a | n/a | R 14 500 |
| PAYMENT AGREEMENT (Please sign in the correct column) Signature/ initial: | | | | |

Please enquire at your campus whether there are any additional costs relevant to your campus

Term Payment Terms:

| Programmes | Term payments | | Bachelor of Exer in Sport & Leisure | Bachelor of Mgt in Sport & Leisure | HC Sport Recreation & Fitness Mgt |
|--|------------------------------|-------------------------------|---|--|---|
| | Payment required | Payment date | Amount | Amount | Amount |
| <i>Reg Fee</i> | <i>Paid with application</i> | <i>Paid with application</i> | <i>R1 500</i> | <i>R1 500</i> | <i>R1 500</i> |
| First instalment | 1/4 of programme fee | 31 st January 2023 | R 15 375 | R 14 125 | R 11 125 |
| Second instalment | 2/4 of programme fee | 7 th April 2023 | R 16 875 | R 15 625 | R 12 625 |
| Third instalment | 3/4 of programme fee | 7 th July 2023 | R 16 875 | R 15 625 | R 12 625 |
| Fourth instalment | 4/4 of programme fee | 7 th October 2023 | R 16 875 | R 15 625 | R 12 625 |
| TOTAL PROGRAMME FEES: | | | R 67 500 | R 62 500 | R 50 500 |
| (Please sign in the correct column) Signature/ Initial: | | | | | |

| Programmes | Term payments | | HC Fitness | AC in Fitness Sport Conditioning | AC in SRM Management |
|--|------------------------------|-------------------------------|-----------------|----------------------------------|----------------------|
| | Fees | Payment required | Payment date | Amount | Amount |
| <i>Reg Fee</i> | <i>Paid with application</i> | <i>Paid with application</i> | R1 500 | R1 500 | R1 500 |
| First instalment | 1/4 of programme fee | 31 st January 2023 | R 12 875 | R 12 875 | R 11 125 |
| Second instalment | 2/4 of programme fee | 7 th April 2023 | R 14 375 | R 14 375 | R 12 625 |
| Third instalment | 3/4 of programme fee | 7 th July 2023 | R 14 375 | R 14 375 | R 12 625 |
| Fourth instalment | 4/6 of programme fee | 7th October 2023 | R 14 375 | R 14 375 | R 12 625 |
| TOTAL PROGRAMME FEES: | | | R 57 500 | R 57 500 | R50 500 |
| (Please sign in the correct column) Signature/ Initial: | | | | | |

| Programme | Monthly payments | | Personal Trainer |
|------------------------------|------------------------------|-------------------------------|------------------|
| | Fees | Payment required | Payment date |
| <i>Reg Fee</i> | <i>Paid with application</i> | <i>Paid with application</i> | R1 500 |
| First instalment | 1/4 of programme fee | 31 st January 2023 | R 4 333 |
| Second instalment | 2/4 of programme fee | 7 th April 2023 | R 4 333 |
| Third instalment | 3/4 of programme fee | 7 th July 2023 | R 4 333 |
| TOTAL PROGRAMME FEES: | | | R 14 500 |

METHOD OF PAYMENT (tick option)

| | |
|-------------------------------------|--------------------------|
| <input type="checkbox"/> EFT | Electronic Fund Transfer |
|-------------------------------------|--------------------------|

- The programme fees shall be paid in accordance of the agreement selected on page 1 (Degrees, Diplomas, Certificates)
- Terms of payment are explained on page 1 (payment breakdown)

3. Should any payment due in terms hereof not be made on due date, **eta** may regard the balance of the outstanding amount(s) as due and payable immediately and may issue summons therefor in any competent court without further notice or demand to the Debtor.

Initial

4. The Debtor hereby expressly renounces the benefits of the defence that the debt claimed has no basis or ground, the defence the amount claimed is based on an error in calculation, the defence of revision of accounts, the defence that no value was recorded and, if there is more than one debtor, the defence that each debtor is only accountable for his proportional part of the debt, or the defence by a sponsor to compel a creditor to proceed against the principal debtor before the creditor can continue with an action against the sponsor.

Initial

5. The Debtor agrees to the jurisdiction of the Magistrate's Court in terms of section 45 of Magistrates' Court Act 32 of 1944 for the recovery of any amount due in terms hereof.

. The full outstanding amount shall become due and payable immediately in the event of the insolvency (or if the Debtor is a company or close corporation the liquidation) of the Debtor, or if the Debtor commits an act of insolvency.

6. Should the **eta** incur costs in the collection of any outstanding amount(s), the Debtor shall pay such costs on the attorney-and-



client scale as well as collection costs calculated at 10 % (TEN PERCENT) of each and every payment made in reduction of the total amount payable.

7. The **eta** shall be entitled to cede or pledge its interests herein or to trade therewith at its own discretion without the consent of the Debtor. The eta may also discharge or release any security partly or in full without the consent of the Debtor or consent to any alteration, release, relaxation or postponement of the terms hereof and such action shall not be binding on the **eta** in any way whatsoever unless the **eta** has indicated in writing that such action shall be binding.

8. Any certificate issued under the signature of the **eta** or his duly authorised agent that purports to certify the amount due hereunder shall be accepted as *prima facie* proof of such indebtedness and shall have sufficient probative value to enable the **eta** to obtain summary judgment or provisional sentence against the Debtor in any competent court for the amount stated in such certificate, and the Debtor accepts the onus of disproving the amount so stated as not being the amount owing.

9. The Debtor shall not be entitled for any reason whatsoever to withhold or defer payment of any amount payable as stipulated in this agreement.

10. If there is more than one Debtor, each and every debtor accepts that his liability shall be for full payment or performance, and that the **eta** shall at all times be at liberty to proceed with collection and excussion proceedings against the debtor of his choice.

Initial

11. Following the first default the student is excluded from lectures, tutoring and or assessment with immediate effect until the outstanding fees are paid up. Once a student has defaulted, the balance of the outstanding amount(s) is due and payable immediately.

| | |
|--|--------------------------------------|
| Name of Applicant | Signature of applicant |
| Signed at | Date |
| Parent /legal guarding: 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. | |
| Name of parent/legal guardian | Signature of parent / legal guardian |
| Signed at | Date |

GUARANTEE AND CO-PRINCIPAL DEBTOR UNDERTAKING
(If applicant is not responsible for account)

Title _____ Initials _____ Date of Birth _____ Relationship to Applicant _____

First Name and Surname _____ Citizenship _____

ID. No/Passport No _____ E-mail Address _____

Physical Address _____

.Home No _____ Cell No _____ Fax No _____

Employer Name _____ Work No _____ Fax No _____

(Herein after referred to as "Guarantor")

Or

(If Legal Entity i.e. Company, Close Corporation, Trust etc.)

Name of entity _____ Registration No _____



Contact No _____ E-mail Address _____

Physical Address _____

herein represented by _____ duly authorised in the capacity of _____

(Hereinafter referred to as "Guarantor")

WHEREAS: Mr/Mrs/Miss/Ms _____ ID No. _____

("the Debtor") has enrolled with Exercise Teachers Academy (Pty) Ltd (Registration No. 2005/021935/07) ("eta") and is liable to pay the course fees of _____ (_____ Rand).

NOW THEREFORE: The Guarantor hereby binds himself/herself/itself unconditionally as co-principal debtor jointly for the due payment of the full amount of the course fees payable by the Debtor to eta and for all losses, damages and expenses that may be suffered or incurred by eta as a result of non-performance of the above-mentioned debtor, renouncing (for the purposes hereof) all benefits from the legal exceptions, no value received and all other exceptions which might or could be pleaded against the validity of this guarantee or the liability of the Guarantor, with the meaning and effect of which exceptions I/we declare myself/ourselves to be fully acquainted: Provided that the liability of the undersigned under this guarantee is limited to: R_____ (_____ Rand) and will lapse on receipt of a written notice by eta to the Guarantor that the Debtor has paid the full course fee amount. This guarantee shall remain in force until all claims instituted by the eta against the Debtor have been paid or settled.

I/we hereby authorise eta to conduct a credit check on myself/us and I/we declare that I/we have furnished the necessary details to enable eta to do so.

Signed at _____ on this _____ day of _____ 20_____.

FOR AND ON BEHALF OF THE GUARANTOR (Parent/Sponsor/Codebtor Signature) _____ (Duly authorised thereto)

AS WITNESSES: 1. _____ 2. _____

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 "Programme Fees Schedule" means eta's applicable Programme 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 “Programme” means the programme 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 “Cancellations and Refunds” means **eta’s** Policies for Fees and Payments(<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 and refund

- 2.1 The fees payable to eta in respect of the programmes comprise the following:The fees payable to eta and the refund of any monies paid in terms of this agreement are contained in the **Policy Fees and Payments read with the Programme Fees Schedule** of **eta**, which forms an integral part of this agreement.
- 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 programme.

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;

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3.1.4 Withhold results and certification for failure by the Applicant or their Parent/Guardian/Sponsor to fully fulfil the Applicant’s programme fee payment obligations set out in these Terms and Conditions.
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Initial

- 3.2 It is recorded that a minimum of 15 (fifteen) successful Applicants are required for any programme to be presented and offered by **eta**. In this regard, **eta** reserves the right to terminate the presentation of offering of the Programme 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 Programme are obliged to complete the learning programmes associated with the Programme 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 Programme fees.

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5. COOLING-OFF PERIOD

5.1 Applicants are entitled to cancel their registration and claim a refund subject to the **eta** Policy Fees and Payments.

6. NON-DELIVERY BY eta

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

LOCKDOWN AND RIOTS

6.1 Should a lockdown or riots occur all students will be converted to remote, online teaching, learning and assessment for as long as it is required. Disadvantaged students will be catered for by their campus.

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 reprogramme, to cease the presentation of the Programme (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 Programme (or the balance thereof where applicable) .

8. ACKNOWLEDGEMENTS BY APPLICANT

The Applicant acknowledges that:

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

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The Programme 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;

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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 programme across different **eta** regions.

10. INTELLECTUAL PROPERTY

All intellectual property rights in the Programme 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 Programme 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 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 Programme, 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

Web site address and e-mail address – www.etacollege.com info@etacollege.com
- iii) The registration number, the names of its office bearers and its place of registration – **2005/021935/07 Linda Halliday & Stephen Harris South Africa**
- i) The physical address where **eta** will receive legal service of documents
- ii) A sufficient description of the main characteristics of the 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.**
- vi) The full price of the goods or services, including transport costs, taxes and any other fees or costs –**See Fees and Payment Policy**
- iii) The manner of payment – **See Fees and Payment Policy**
- iv) 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

The time within which the goods will be dispatched or delivered or within which the services will be rendered –

See Rules and Policies

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**

The return, exchange and refund policy of the Provider –
See Policies for Fees and Payments

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

| | |
|--|--------------------------------------|
| Name of Applicant | Signature of applicant |
| Signed at | Date |
| Parent /legal guarding: 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. | |
| Name of parent/legal guardian | Signature of parent / legal guardian |
| Signed at | Date |