

TERMS AND CONDITIONS OF REGISTRATION



Exercise Teachers Academy (Pty) Ltd (eta)

Registration No. 2005/021935/07

Republic of South Africa

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, unless the context indicates otherwise:

“Applicant” means the person applying for admission and/or registration for a Programme at eta.

“Student” means an Applicant whose registration has been accepted by eta.

“Responsible Party” means any parent, guardian, sponsor or other person who undertakes responsibility for payment of Programme Fees.

“Application Form” means the official eta application and registration form incorporating these Terms and Conditions.

“Programme” means the qualification, course, module or learning programme for which the Student registers.

“Programme Fees” means the tuition fees and related charges payable for the Programme as set out in eta’s published Fee Schedule.

“Rules and Policies” means eta’s academic rules, Code of Conduct, assessment regulations, and institutional policies published on eta’s official website from time to time.

“POPIA” means the Protection of Personal Information Act 4 of 2013.

“National Credit Act” means the National Credit Act 34 of 2005.

“Prescribed Rate of Interest Act” means the Prescribed Rate of Interest Act 55 of 1975.

“Vis Major” or “Force Majeure” means any event beyond eta’s reasonable control that prevents or delays performance of its obligations.

Words importing one gender include the others; the singular includes the plural and vice versa; and references to legislation include amendments or replacements thereof.

Nothing in these Terms limits statutory rights afforded to students under applicable South African law.

2. ADMISSION AND ACCURACY OF INFORMATION

Admission is subject to meeting minimum entry requirements and submission of accurate, complete and truthful information.

eta reserves the right to withdraw admission or registration where information is found to be incorrect, incomplete, misleading or fraudulent.

3. FEES AND PAYMENT

Programme Fees are payable strictly in accordance with eta's published Fees and Payment Policy.

The applicable refund schedule shall be the version in force at the date of registration and shall not be amended retrospectively to the prejudice of the Student.

Fees exclude external memberships, supplementary assessments, stationery, transport, meals, accommodation or personal expenses unless expressly stated.

eta shall be entitled to recover reasonable collection costs incurred in enforcing payment obligations.

Payment arrangements do not constitute a credit agreement as defined in section 8 of the National Credit Act, as no charge or fee is levied for deferred payment.

4. CANCELLATION AND COOLING-OFF

A Student may cancel registration within seven (7) days of signature or payment, whichever occurs first, subject to an administrative charge as set out in the Fees and Payment Policy.

After programme commencement, refunds shall be calculated in accordance with eta's published refund schedule and applicable consumer legislation.

All cancellations must be submitted in writing.

5. PROGRAMME DELIVERY AND OPERATIONAL CHANGES

eta reserves the right to amend timetables, combine classes, adjust venues or delivery modes where reasonably necessary.

eta may convert programmes to remote, online or hybrid delivery due to operational,

regulatory, safety or vis major events. Such conversion shall not constitute breach of contract and Programme Fees remain payable. Conversion to remote or hybrid delivery shall not entitle the Student to a fee reduction unless expressly determined by eta in writing.

A minimum enrolment threshold may apply for programme delivery. Where a programme is cancelled due to insufficient enrolment, eta shall refund fees paid in respect of that programme without further liability.

6. FORCE MAJEURE (VIS MAJOR)

eta shall not be liable for delay or non-performance resulting from events beyond its reasonable control. eta shall use reasonable commercial efforts to resume delivery as soon as practicable.

7. STUDENT OBLIGATIONS

Students must comply with eta's Code of Conduct and academic requirements.

Registration for a Programme does not guarantee completion, certification or employment.

Failure to comply may result in suspension, exclusion, withholding of results or disciplinary action.

8. PRACTICAL COMPONENTS AND INDEMNITY

Certain programmes include practical or fieldwork components which may involve inherent risks.

The Student confirms that this clause has been specifically drawn to their attention and that they understand and accept the risks described herein.

Students indemnify eta against claims arising from participation in such activities, except where such claim arises from eta's gross negligence or wilful misconduct.

9. LIMITATION OF LIABILITY

To the maximum extent permitted by law, eta's aggregate liability arising from or in connection with these Terms shall not exceed the total Programme Fees paid by the Student.

10. DATA PROTECTION (POPIA)

Personal Information will be processed in accordance with POPIA.

Personal Information may be shared with regulatory authorities and service providers where necessary.

In the event of a security compromise involving Personal Information, eta shall notify

affected data subjects and the Information Regulator as required by POPIA.

Students have the right to request access to or correction of their Personal Information.

11. REGULATORY COMPLIANCE

eta operates as a registered private higher education institution and shall comply with the Higher Education Act, DHET registration conditions and CHE accreditation requirements.

12. JURISDICTION AND LEGAL COSTS

These Terms are governed by South African law.

The Applicant consents to the non-exclusive jurisdiction of the Magistrate's Court without limiting eta's right to approach any other competent court.

Legal costs may be awarded on an attorney and client scale subject to judicial discretion.

13. ENTIRE AGREEMENT AND VARIATION

These Terms together with referenced policies constitute the entire agreement between the parties.

No variation shall be valid unless in writing and signed by authorised representatives of eta.

DECLARATION

By **signing and/or submitting** the Application Form, the Applicant confirms that they have read, understood and agree to be bound by these Terms and Conditions.