

# Application for Registration

## Procedure for enrolment:

1. The potential student, guardian and/or sponsor is required to complete the application form in full.
2. Upon receipt of application, a student advisor will be in contact with the potential student to discuss the outcomes of the application and the way forward.
3. Should the potential student be accepted and would like to proceed with their registration, an invoice will be provided to the student with the required banking details for payment along with a list of any required documentation deemed necessary to process the registration.
4. To secure enrolment, the registration fee will be required within 48 hours after receipt of invoice.
5. Registrations will only be deemed completed should a student be accepted and the registration fee along with all required documentation have been provided to conclude the process of application.
6. Please note: The Academic Institute of Excellence does not qualify for NSFAS Bursary Funds as we are a Private Higher Education Institute.

1. Applicant Details	
DOB:	13/3/2014
Student Number (returning):	1212121121211212121
First Name:	Test
Surname:	TTTTTTTEST
Gender:	Male
Home Language:	english
High School Name:	testtt
Ethnicity:	Indian
Are You a SA Citizen:	yes
SA Identity number:	454454422245242224234
Country Name:	-
Passport Number:	-
Do you have any physical disabilities and/or barriers to learning?	no
Should you need assistance due to a physical disability and/or experience barriers to learning, please specify your disability/ies below for review and approval:	-
2. Programme Details	
Intake	2025, intake 2
Programme Name:	BA Honours (Graphic Design)
Learning Method:	Full Time, Contact (Hybrid)
Main campus:	Midrand Campus
3. Applicant Contact Details	
Address:	<b>Home (Street) Address:</b> - test6 <b>Postal Zip code - test Delivery Address for study Material - gh:</b> <b>Postal Zip code - gh:</b> <b>Cell No - 6645452125</b> <b>Additional No:</b> <b>Email Address:</b> - 45@gmail.com
4. Person Responsible For Account	
Nature Of Sponsor:	Close corporation
Surname Of Account Payer:	TTTTTTTEST
First Names Of Account Payer:	Test
Company Name:	Test TTTTTTTTEST
Legal Entity Number:	-
Address:	<b>Street Address:</b> - test6 <b>Postal Zip code:</b> - <b>Postal Address:</b> - <b>Postal Zip code:</b> - test <b>Email Address:</b> - 45@gmail.com
Identity/Passport Number:	454454422245242224234
5. Payment Details	
Payment Details	Full upfront payment
6. Documentation	
<b>Please attach the following <span style="color: red;">certified</span> documentation to this application form:</b>	
-	
7. Disclaimer	
I vce hereby confirm that the information supplied is true and correct.	
Confirmed at sds on this sdds day of dss 20sdsd	
<i>I hereby confirm that I have read and understand the <a href="#">TERMS AND CONDITIONS</a> as set out in the registration form.</i>	
8. Acceptance Of Terms And Conditions	

## 1. Definitions

- 1.1 Academic Institute of Excellence (“AIE”) means Academic Institute of Excellence (Pty) Ltd, registration number 2012/211963/07 a private company registered in terms of the laws of South Africa with registered address situated at Oracle Close, Halfway Gardens, Midrand, Gauteng, 1686.
- 1.2 Agreement means the application form, duly completed and signed together with the payment terms as contained on the application form and any separate payment options schedule, together with these terms and conditions.
- 1.3 Commencement date means the date on which each programme commences with classes, presentations, or modules as communicated to the parties from time to time and as per the timetable schedule. Subject to change.
- 1.4 Programme means the specific programme as applied for by the student.
- 1.5 Intake date means the date on which the programme forms part of and programme modules and subjects are scheduled to begin with as a whole in line with time tables subjects/modules for the duration of any programme will apply to the starting of the intake enrolled for.
- 1.6 Party shall mean either the student (including the parent/guardian of the student if applicable), the sponsor, or the surety as the case may be. Parties means multiple parties as the case may be.
- 1.7 Responsible person/sponsor means the person who accepts liability for payment of all costs and fees due to AIE.
- 1.8 Student means the person who applies for and successfully enrolls as a student for a programme presented by AIE. “Applicant” shall have a similar meaning. In the event that the student is a minor then he/she shall be duly assisted by his/her parent or lawful guardian and in such event, any reference to a student shall include such parent or lawful guardian.
- 1.9 Days refers to a business day thus excluding Saturdays, Sundays, and South African public holidays, unless stated otherwise in the content.
- 1.10 Foreign student means a student/applicant who is not a South African resident or who does not permanently reside in South Africa.
- 1.11 Adult means a person who is 18 years or older of age.
- 1.12 Minor means any person who is younger than 18 years of age.
- 1.13 Parent/guardian means the natural parent or legal guardian of a minor.
- 1.14 Person means a natural person.
- 1.15 Entity means a juristic entity including but not limited to a company, association, partnership, close corporation, or trust.
- 1.16 CPA means the consumer protection act, Act 68 of 2008.
- 1.17 Laws/statutes means the laws, acts, and statutes of the Republic of South Africa.
- 1.18 Any reference to a singular shall also include the plural thereof and vice versa.
- 1.19 Any reference to male shall also include the female and vice versa.
- 1.20 In calculating any number of days, it shall be done by excluding the first and including the last day.

## 2. Application

- 2.1 The agreement between the parties shall consist of the application form, the terms and conditions as contained herein as well as any terms and conditions on [www.aie.ac](#) and the payment options as selected by the student.
- 2.2 The student confirms by signature hereof that he/she applied to enrol for a programme presented by AIE and in doing so the student confirms to have bound himself/herself to the terms and conditions of the application and of AIE which is contained herein and which are available on the website [www.aie.ac](#).
- 2.3 It is the obligation of the student to familiarize himself/herself with all terms and conditions, rules, and protocols of AIE as contained herein as well as on the website [www.aie.ac](#).

## 3. Registration

- 3.1 Upon receipt of the application, AIE shall review and consider the application and in AIE's absolute and sole discretion. Should AIE in its aforementioned discretion approve the application, then the student shall be registered with AIE as a student and be enrolled on the programme as selected by the student. The agreement shall apply from this date and be regarded to have been concluded at Midrand, Gauteng, South Africa.
- 3.2 By submitting the application form to AIE, the student shall be regarded to have already familiarized himself/herself with all terms and conditions, rules, codes of conduct as published and made available on the student portal and protocols of AIE, accepts all financial liability and responsibility, and the student would also have been regarded to have properly perused and considered the nature, extent, requirements, and purpose of the specific programme details for which the student has applied.
- 3.3 Should the student and/or sponsor and/or surety's personal details, including but not limited to addresses and contact numbers, change, then this shall be communicated to AIE within 3 (three) days of such change becoming effective. This is separate from the change of a chosen domicilium citandi et executandi.

## 4. Consent and disclaimer

- 4.1 By submitting the application form herein, the student confirms that all information provided is true and correct.
- 4.2 The student and sponsor (if applicable), by submitting the application herein, acknowledge and expressly consent that AIE may do credit checks on the student (including a parent/guardian if the student is a minor) and/or the sponsor.

## 5. Fees and costs

- 5.1 The fees and costs payable by the student and/or sponsor are as set out on the payment option schedule as completed and accepted by the student and/or sponsor.
- 5.2 All fees and costs shall, unless otherwise determined by the payment plan schedule, be payable within 7 (seven) days from receipt of invoice. Invoices shall be deemed to have been received on the date it was sent by e-mail and received at the e-mail server of the recipient.
- 5.3 In the event that the payment option to pay the fees and costs in instalments is applicable, then the student and/or sponsor shall ensure that a debit order is submitted for this purpose. Should such debit order not be set up, then AIE shall, without prejudice to its rights, be entitled to refuse that the fees and costs be paid in instalments and insist on payment of all fees and costs upfront.
- 5.4 Upon receipt of the duly completed and signed application form together with these terms and conditions and elected payment option, the applicant shall immediately be liable for payment of the non-refundable registration fee, separate from and in addition to any tuition fees payable.
- 5.5 AIE shall then proceed to review and consider the application and, if accepted by AIE in its absolute and sole discretion, proceed to enrol, and enrol the student in such programme accordingly.
- 5.6 The non-refundable registration fee shall be payable immediately upon confirmation from AIE to the student that his/her application has been accepted and successful. The balance of the tuition fees shall be payable in accordance with the payment terms set out on the payment schedule.

## 6. Foreign students

- 6.1 Notwithstanding anything else, any foreign student will be liable for payment of a deposit of 50% of the annual tuition fees each year before such foreign student shall be formally registered for the year and enrolled in the programme.
- 6.2 The balance of the tuition fees shall be payable in accordance with the payment terms set out on the payment schedule.

## 7. Obligations

- 7.1 The obligations of AIE are to provide the necessary study material (if applicable), equipment (if applicable) as agreed, and ensure that the student receives a quality education and training in accordance with the platform, programme details, programme material, and these terms and conditions.
- 7.2 The obligations of the student and/or sponsor are to comply with all terms and conditions, rules, and follow all protocols, to log in, accept, and attend as applicable all classes and programmes and use all programme material and equipment optimally.
- 7.3 The student is responsible to ensure proper, effective, and efficient access to the necessary resources, including but not limited to, transport, internet access, and electricity, in order to comply with all the criteria and requirements of the specific programme.

## 8. Vis mayor

- 8.1 The agreement between the student, sponsor, and AIE as applicable shall not be automatically waived, amended, terminated, or postponed in any way without it being expressed and in writing agreed to by the parties.
- 8.2 Should AIE not be able to perform any of its obligations in any way due to any situation, occurrence, or circumstances beyond their control and cause as a result of any strike action, political or other unrest or protest, natural disaster, intervention and/or deprivation of any access to the necessary platforms, an act of God including but not limited to anything relating to any state of disaster declared and/or enforced by the South African government, then the student shall not be entitled to terminate the agreement or any portion thereof or refuse to make any due payment or perform any obligation in terms of the agreement. AIE does, however, undertake, in such an event, to act reasonably and endeavor to accommodate any student in any sensible and reasonable manner, in their sole and absolute discretion, to minimize any disruption or extension of time to complete the programme schedule.

## 9. Default and breach

- 9.1 Should the student and/or sponsor breach the agreement by failing to pay any amount due at any time then AIE shall immediately block any access of the student onto and into any campus, facility, platform, programme, and if the student and/or sponsor fails to bring such due payment up to date within 10 (ten) calendar days from the date of delivery of written notice by AIE requesting such payment to be made, then and at the election of AIE, AIE shall immediately terminate the registration and enrollment of the student for the remainder of the programme. The student may re-apply the following year for enrollment and AIE may in their sole and absolute discretion accept or reject such application. Should such application be accepted then AIE may insist on upfront full payment of all tuition fees and any cost in respect of any programme fees, programme material, and equipment to be supplied.
- 9.2 Should the student and/or sponsor breach the agreement by failing to pay any amount due at any time and fails to bring such due payment up to date within 10 (Ten) calendar days from the date of delivery of written notice by AIE requesting such payment to be made, then in addition to the provisions of 9.1 above, the full outstanding amount of the programme fees and costs shall become immediately due and payable, and such full amount shall at that time accrue interest at 2 % per month, notwithstanding anything contained in the payment structure schedule.
- 9.3 Should the aggrieved party incur any legal costs in order to protect or enforce any of its rights in terms of the agreement, then the defaulting party shall be liable for all legal costs on a scale as between attorney and own client as well as tracing, black listing fees and collection fees.
- 9.4 No programme and/or certificate shall be issued to the student if any amount due by the student and/or the sponsor remains due and unpaid, irrespective of the fact that all programme requirements may have been complied with.
- 9.5 The student and sponsor hereby consents in terms of section 45 of the Magistrate's Court Act 32 of 1944 to the jurisdiction of the Magistrate's Court in the respect of any action instituted by AIE notwithstanding the fact that the sum claimed may exceed the monetary jurisdiction of the said court. This does however not prohibit any party to approach any competent court with jurisdiction.
- 9.6 Notwithstanding anything else contained herein and in addition thereto, it is recorded that, should a student contravene the code of conduct (as published on [www.aie.ac](#)) or any other rules applicable to any specific study programme communicated to the student from time to time, this shall be regarded as a material and serious breach of the agreement and then AIE shall be entitled to immediately block and deny the student any further access to any campus, facility, platform, programme and, at the election of AIE, such student's registration and enrollment for the remainder of the programme shall immediately be suspended. Such suspension shall be immediate, pending an internal disciplinary investigation and process to be conducted promptly and fairly by AIE, giving the student reasonable opportunity to present his/her case on a method and platform as decided by AIE. Should AIE subsequent to the disciplinary process conclude that the conduct of the student justifies permanent expulsion then this will be so communicated to the student and his/her enrollment shall be terminated. In this event, the student shall not receive any refund of payments. Should AIE, however, subsequent to the disciplinary process conclude that, although the student was guilty of misconduct, permanent expulsion and termination are not justified, then they may implement such steps as they in their discretion deem reasonable. This shall include re-admitting the student to the programme. No time so missed shall be allowed to be redone or repeated and no discount or refund shall be allowed because the reason for the initial suspension was due to misconduct by the student.
- 9.7 Should any party (“defaulting party”) to the agreement breach any other obligations in terms of the agreement, and fail to remedy such breach within 10 (ten) calendar days from delivery of a written notice from the other party(s) (“aggrieved party”), calling on the defaulting party to remedy such breach, then the aggrieved party shall be entitled to the following:
  - 9.7.1 Specifically enforce the terms of the agreement; or
  - 9.7.2 Terminate the agreement; and
  - 9.7.3 Claim any damages suffered from the defaulting party.
- 9.8 Dispute Resolution Clause:
  - 9.8.1 In the event of any “dispute arising” between the student and the educational institution (hereinafter referred to as “the Parties”) regarding the terms and conditions of this study contract, both Parties agree to make every effort to resolve the dispute amicably through internal dispute resolution measures before resorting to any public disclosure or review.
  - 9.8.1 Internal Dispute Resolution:
    - Informal Negotiation: The Parties shall initially attempt to resolve the dispute through informal negotiations. Each Party shall appoint a representative to meet and discuss the matter in good faith, with the objective of reaching a mutually satisfactory resolution.
    - 9.8.2 Escalation to Department Head: If the dispute remains unresolved after the initial negotiation, the Parties shall escalate the matter to the respective department head or designated authority. The department head or designated authority will review the dispute and seek a resolution.
    - 9.8.3 Mediation: If resolution is not achieved through the previous steps, the Parties agree to consider mediation as an alternative dispute resolution method. Mediation will be facilitated by a neutral third party, and the Parties shall cooperate in good faith to reach a resolution acceptable to both.
    - 9.8.4 Confidentiality: Throughout the dispute resolution process, both Parties agree to treat all discussions, negotiations, and mediation proceedings as strictly confidential. Confidentiality shall be maintained by all involved parties and shall extend to any documents or information exchanged during the resolution process.
    - 9.8.5 Prohibition of Public Disclosure: To protect the reputation and interests of both Parties, the student agrees not to post any reviews, comments, or other public disclosures regarding the dispute or any aspects of the educational institution without prior written consent from the institution. Both Parties understand that public disclosures may exacerbate the dispute and hinder efforts to achieve an amicable resolution.
    - 9.8.6 Exceptions: This dispute resolution clause shall not prevent either Party from seeking injunctive relief or other legal remedies to protect their rights or enforce obligations under this study contract.

## 10. Programme content

- 10.1 AIE shall in its sole discretion and expertise determine the exact duration, nature, criteria, requirements, format, and structure of any programme presented by AIE.
- 10.2 Only if a student has fully complied with the criteria and standards as determined by AIE in respect of each specific programme then the student shall be entitled to obtain the qualification in respect of the programme.
- 10.3 By submitting his/her application to AIE in terms hereof the student confirms that he/she has acquainted himself/ herself with all aspects of the programme, including but not limited to the standards, duration, end qualification, and application scope of such programme and qualification. Should any student decide for whatever reason not to proceed with a programme and terminate his registration and enrollment after the cooling-off period, then the provisions of the termination clause shall apply, without exception.
- 10.4 The student acknowledges that he/she did not apply to AIE as a result of any guarantee or undertaking or any representation by or on behalf of AIE.
- 10.5 Should any student for whatever reason fail, or be unable to attend any class or evaluation/exam or log into any electronic/online class or evaluation/exam or presentation on any relevant platform then, unless it is common cause that such failure or inability is due to omission or fault of AIE, failure or inability shall be to the student's detriment and AIE shall under no circumstances be required to accommodate the student by allowing any discount of fees or by amended any programme requirements or material or by repeating such programme, class or presentation.

## 11. Programme material

- 11.1 AIE shall determine in its sole discretion and expertise the format, scope, and standard of programme material, as applicable.
- 11.2 Upon successful registration of a student, AIE shall provide the student with all necessary programme and study material, as applicable.
- 11.3 Subject to the provisions of the “termination” clause herein, the costs for the programme material (if applicable) are included in the tuition fees and costs as set out in the payment structure schedule.

## 12. Equipment

- 12.1 As set out in the payment structure schedule, the student may, subject to payment in accordance with the payment structure schedule, opt to purchase a laptop through AIE. Upon payment of the relevant costs in this regard the student shall be supplied by AIE with a single laptop with the necessary software and programs necessary for the specific programme, as applicable. Any registration of and payment for software license fees shall be the responsibility of the student as well as any periodic updates and upgrades of software or hardware.
- 12.2 The student shall be responsible for the proper use, safekeeping, and insurance (if the student so elects) of the laptop.
- 12.3 Ownership risk and responsibility in respect of the laptop shall pass over the student upon the delivery of the laptop to the student.
- 12.4 Should the agreement be terminated, the student shall not be entitled to any refund for the costs of or related to the laptop.

## 13. Termination

- 13.1 This agreement between the parties shall commence upon acceptance of the application and confirmation of registration and endure for the duration of the programme or until lawfully terminated in compliance with this clause.
- 13.2 Notwithstanding anything else is it recorded that the student shall be entitled to a cooling-off period of 14 (fourteen) calendar days from the intake date of the programme, within which the student shall be entitled to terminate the agreement, by giving written notice to AIE of such termination. No penalty shall be levied in event of termination by the student during the cooling-off period.
- 13.3 AIE shall be entitled to terminate the agreement prior to the end of the programme in accordance with clause 9 (nine) above.
- 13.4 The student may terminate the agreement after the cooling-off period has lapsed, for whatever reason by giving AIE 20 (twenty) business days prior written notice of such termination, subject to a penalty being levied against the student.
- 13.5 The penalty levied against the student, which the student by accepting these terms, agree to be fair and reasonable, shall be determined by the timing of such termination notice relative to the duration of the programme, as follows:
  - 13.5.1 Should the student terminate the agreement within the first quarter of the duration of the programme, once reviewed and approved, then the student shall be liable for 50% of the remainder of the tuition fees for the programme. The remaining 50% of the tuition fees shall be refunded to the student.
  - 13.5.2 Should the student terminate the agreement after the first quarter of the programme then the student shall be liable for the full tuition fees of the programme and the student shall not be entitled to any refund.
  - 13.5.3 In the event of the student terminating the agreement, whether in terms of clause 13.2 or 13.4 the student shall not be entitled to be refunded in respect of the non-refundable deposit, inclusive of the new student registration fee or any costs of the programme material and equipment (if applicable). Such programme material and equipment (if applicable) shall become the property of the student from payment thereof or delivery to the student, whichever occurs later.
- 13.6 Any cancellations in terms of this clause must be addressed to: The retention department and emailed to [rco@aie.ac](#) or by hand and must include the date of sending the cancellation.

## 14. Transfer

- 14.1 Notwithstanding anything else is it recorded that the student shall be entitled to a cooling-off period of 14 (fourteen) calendar days from the intake date of the programme, within which the student shall be entitled to transfer, to a future intake or to transfer to a different learning method/platform or a different programme by giving written notice to AIE of his/her intention to do so. Such notice must be addressed to: The retention department and emailed to [rco@aie.ac](#).
- 14.2 Any such request for transfer shall always be subject to compliance with any pre-admission criteria and requirements applicable to that programme.
- 14.3 A request for transfer so done within the 14-day cooling-off period, shall be subject to the following conditions:
  - 14.3.1 Transfer to a future intake:
    - 14.3.1.1 Programme fees remain the same.
  - 14.3.2 Transfer to a different learning method:
    - 14.3.2.1 The invoice will be adjusted (if applicable) to the new learning method cost.
  - 14.3.3 Transfer to a different programme:
    - 14.3.3.1 The invoice will be adjusted (if applicable) to the new programme cost.
  - 14.3.4 No study material or kit (if applicable) may be returned once released. If a laptop had been invoiced and received, the full amount will be due upfront.
- 14.4 A request for transfer so done after the 14-day cooling-off period, will be considered for extenuating circumstances only and shall be subject to the following conditions:
  - 14.4.1 Transfer to a future intake:
    - 14.4.1.1 10% transfer/admin fee on programme fees will be charged on any transfer to a future intake.
    - 14.4.1.2 Programme fees will be adjusted to new intake programme fees.
  - 14.4.2 Transfer to a different delivery method:
    - 14.4.2.1 10% transfer/admin fee on programme fees will be charged on any transfer to a future intake.
    - 14.4.2.2 Programme fees will be adjusted to new intake programme fees.
  - 14.4.3 Transfer to a different programme:
    - 14.4.3.1 No transfers of programme will be accommodated.
  - 14.4.4 No study material or kit (if applicable) may be returned once released. An invoice for the study material received will be charged.

## 15. Repeat of subjects

- 15.1 Should the student have to redo any portion of the programme in which he/she has failed, this will be subject to each programme requirements and schedule and charged at the standard rate per subject with a possible discount, but such discount shall be considered in the sole and absolute discretion of AIE.

## 16. Sponsor & surety

- 16.1 Should any third party, whether a person or an entity, accept liability of the payment of fees and costs on behalf of the student, such third party shall be regarded as the sponsor of the student. Notwithstanding that a student shall have a sponsor, it is agreed that the student shall at all times be a co-principle debtor and the student and the sponsor shall be jointly and severally liable for payment of all costs.
- 16.2 Should such sponsor be an entity and the payment of the costs and fees are requested to be paid on payment terms rather than the upfront once-off payment then a person being a director or member of such entity shall commit him/herself as surety for the obligations of the entity. Such surety shall sign a separate and written deed of surety, if required, and acknowledges that he/she out of his/her own free will commits himself/herself as such and he/she understands the implications thereof.
- 16.3 Such surety acknowledges that he/she is aware that he/she is liable for due payment of any outstanding amount should the student and/or sponsor fail to fulfill its obligation. The amount for which the surety is liable for is the full unpaid and outstanding balance in respect of tuition fees, costs, and programme material or equipment (if applicable) costs plus interest as provided for in clause 8.2 above, and legal costs on a scale as between attorney and own client as well as all tracing fees, blacklisting fees, and collection fees.
- 16.4 It is agreed that at all times the interpretation, execution, and enforcement of this agreement shall be subject to the jurisdiction, laws, and statutes of the Republic of South Africa.

## 17. Domicilium citandi et executandi

- 17.1 The parties choose as their chosen domicilium citandi et executandi, being the address (including e-mail) where he/she/it shall accept all notices or processes, the addresses as set out in the application form (the student/sponsor/surety) and for AIE Oracle Close, Halfway Gardens, Midrand, 1686. Any physical address for purposes hereof shall be an address within the Republic of South Africa.
- 17.2 Either party may amend its chosen domicilium citandi et executandi, by giving the other party 7 (seven) calendar days prior written notice of such amendment, at the other party's chosen domicilium citandi et executandi (including e-mail addresses).
- 17.3 Any notice given by any party hereto in terms hereof shall be deemed to have been delivered and received if:
  - 17.3.1 Delivered by hand at the chosen physical address, on the day of delivery thereof with acknowledgment of receipt by the recipient;
  - 17.3.2 Sent by registered post to the physical address, on the fourth day after dispatch of the registered mail;
  - 17.3.3 Sent by e-mail, on the day it was delivered in the inbox of the recipient, subject that same is delivered on a business day, between 07H00 and 16H00. If delivered after 16h00 the day of delivery shall be deemed to be the following business day.

## 18. POPIA

- 18.1 The student, sponsor (if applicable), and surety (if applicable) does herewith confirm that he/she/it provided all personal information voluntarily to AIE for purposes of applying for, enrolling, and completing the study programme accordingly.
- 18.2 The student, sponsor (if applicable), and surety (if applicable) herewith consents as is required in terms of Protection of Personal Information Act, Act 4 of 2013 that AIE may have, store and use their personal information for any lawful purpose related to the registration, enrollment, programme presentation, recording and distribution for programme, results and qualification purposes. This includes publishing and distributing such personal details to and for notification of marks but is not limited to: student identification number, full names, registration details selected due to governing bodies processes and procedures for bulk registrations.
- 18.3 Each party undertakes to comply with the statutory requirements pertaining to the protection of personal information as provided for in the Protection of Personal Information Act, Act 4 of 2013.

## 19. Signature

- 19.1 It is recorded that the student and any sponsor and surety shall print and sign the application form by hand. Same shall then be scanned and returned to AIE together with these terms and conditions and the payment terms and payment structure schedule which shall be completed accepted and signed electronically online.
- 19.2 Such electronic completion, acceptance, and signature shall be regarded as a lawful and binding signature and provided for in terms of the electronic communications Act.
- 19.3 The agreement consisting of the hand-signed application form, these terms and conditions (electronically accepted and signed), and the payment terms and payment structure schedule completed and signed electronically as part of the application, shall be the entire and valid agreement between the parties.

## 20. General

- 20.1 This agreement consisting of the application form, the payment option schedule, and these terms and conditions, is the entire agreement between the parties, and no amendment, cancellation, or addition thereof shall be of any force and effect unless same is reduced to writing and signed by or behalf of all the parties hereto.
- 20.2 No indulgence or relaxation of any terms or provision will in any way be a waiver of such term and no party shall be prevented or stopped from enforcing the terms of the agreement in any way as a result of any such indulgence or relaxation.
- 20.3 This agreement may be signed electronically and in counterparts and the parties accept same as such to be lawful and binding.
- 20.4 Should any provision contained herein be unenforceable for whatever reason then such provision shall be severed from the remaining provisions and the remaining provisions shall be and remain in force.