



## SECTION F: TERMS AND CONDITIONS

1. I have enrolled with IMM Graduate School for academic support in the form of tuition towards my IMM Graduate School Programme and will abide by the rules in both the IMM Graduate School Student Year Book and the Code of Conduct.
2. I understand and accept that upon my enrolment, I immediately become liable for the full programme fee and undertake to pay the full programme fee no later than the due date/s stipulated. Failure to settle any outstanding monies will result in the student/sponsor being handed to debt collectors, and the student/sponsor will take responsibility for all costs that accompany this. In the event of non-payment of any amount due, in addition to any other remedies that it may have in terms of this agreement or at law, the IMM Graduate School may:-
  - a. Terminate this agreement and keep all amounts already paid; and/or
  - b. Claim damages, which may include immediate payment of all arrear payments; and/or
  - c. Suspend the student for non-payment; and/or
  - d. Claim the full amount of the contract, which shall become due and payable immediately.
3. Cancellations will only be allowed within the first four (4) weeks from commencement of tutorials - not the date which the student commenced tutorials. A maximum of 50% tutorial fees paid of non-attended tutorials will be refunded.
4. I understand that should I withdraw from the tutorials within four (4) weeks of the commencement date of tutorials, I will give written notice of my intention and pay all money owing. Should withdrawal occur more than four (4) weeks after the commencement date of tutorials, then the student and/or sponsor will be liable for the full fees.
5. Postponement of a module or course is not permissible after four (4) weeks from the date of commencement of tutorials.
6. Payments received after the start date will automatically revert to instalments and attract the associated fees.
7. IMM Graduate School shall be entitled to - but not obligated to - cancel or reschedule tutorials if there are ten or less students in total that have enrolled for the same module at the same venue or provide the option of online training.
8. IMM Graduate School shall be entitled to - but not obligated to - consolidate modules offered at one venue with that offered at another venue if there are ten or less students in total that have enrolled for the same module at the same venue, but together the module offering will have ten or more students; or provide the option to train via online learning.
9. The student (and if applicable, the guardian or sponsor) shall NOT be entitled to reduction in tuition fees in the event that the student should fail to attend tutorials.
10. The right to change any of the IMM Graduate School programmes and course content is expressly reserved to the IMM Graduate School.
11. If the choice of venue is left blank for the student to later specify his choice of venue, this shall not invalidate the contract, but it shall be deemed that the student is contracted with the venue that has receipted his/her registration fee; or alternatively, the venue at which he commences his tuition; or alternatively, if the student has not reported at any venue of IMM Graduate School to commence his tuition, he shall be deemed to have been contracted with the IMM Graduate School venue closest to his place of residence.
12. In the event that the student is a minor, this enrolment form shall be co-signed by the student's guardians, whose personal details are recorded under Section E (Parent or Guardian), who will jointly and severally with the student be liable for the payment of the student fees.
13. In the event that a third party (other than the Student's legal guardian if he/she is a minor) assumes the liability for the student's fee, the Sponsor, whose personal details appear in the enrolment form under Section E "Sponsor Details" shall be a third party to this agreement in his own name, with the obligation to pay the fees jointly and severally with the Student.
14. IMM Graduate School will offer the student tutor-facilitated tuition in the semester for the module for which the student has enrolled as specified in Section B, as more fully described in the student Prospectus.
15. All academic material is the sole property of the IMM Graduate School, other than academic material related to national and international publishers. A student may not make any audio or video recordings of any tuition session.
16. The student (and if applicable, the sponsor) may not cede and delegate his rights and obligations in terms hereof.
17. The parties acknowledge that IMM Graduate School is not a credit provider, that this contract does not constitute a credit agreement.
18. Subject to IMM Graduate School's rights to cancel any programme in terms set out herein under, this enrolment constitutes an irrevocable agreement on the side of the student to receive the tuition and participate in the programme of courses enrolled for and to pay the programme fees in full, and when it becomes payable. Online training might apply if there are less than 10 students enrolled.
19. Late payments shall accrue interest compounded monthly at a rate equal to ABSA's prime interest rate plus four per cent, but in any event limited to the maximum allowed in terms of the Usury Act.
20. Provisional timetables for the academic year shall be made available to students at the time of the commencement of their programmes. IMM Graduate School has the right at any time to alter the timetables. No part time / job / transport commitments should be made prior to receiving the schedule.
21. The parties understand that the IMM Graduate School provides tutor-led tuition and therefore:
  - a. In the event of resignation or sickness or other temporary indisposition of a tutor, tutorials may become disrupted and be rescheduled.
  - b. In the event of a permanent indisposition of the tutor, IMM Graduate School shall with all due haste, once the permanent indisposition has been confirmed, engage the services of another tutor.
  - c. IMM Graduate School shall under no circumstances be liable for any disruptions or rescheduling of tutorials due to facilitator's indisposition.
22. The student understands that this agreement does not entitle him to the qualification of which he has enrolled for by virtue of this agreement or his attendance of tutorials only. To qualify for the programme, the student shall be required to pass all assessments as required. IMM Graduate School will not be held liable to the student should a student fail to pass any assessment.
23. IMM Graduate School shall be entitled to deny a student access to tutorials, withhold results, withhold certificates, deny access to its facilities and premises, as well as to deny the student participation in student activities, without such act constituting a breach of his agreement for as long as a student's programme fees or any course fee payment is wholly or partly unpaid or in arrears.
24. The student, his guardian and the sponsor hereby jointly and severally cannot hold IMM Graduate School responsible for any injury, harm, theft or damage that the student may suffer whilst on the premises of the IMM Graduate School, or while otherwise participating in the activities of the IMM Graduate School or activities associated with the IMM Graduate School.
25. The student, his/her guardian and the sponsor herewith confirm that they understand that tuition is only offered when sufficient students have enrolled to make it financially viable to offer the tuition sessions. For this reason, should a student unilaterally cancel or repudiate this agreement other than in the time periods set out above, he/she, the guardian and the sponsor remain liable to pay the full tuition fee to the IMM Graduate School, the full balance of which shall become immediately payable without any discount or adjustment.
26. This agreement constitutes the full agreement between the parties, and no alteration, cancellation or variation hereof shall be of any force unless it is reduced to writing and signed by both parties. I agree to allow IMM Graduate School to use my information to trace me, if necessary.
27. I declare that I do / do not suffer from a medical condition. If you do, please INFORM YOUR Student Support centre in writing of the medical condition so that staff members are appropriately prepared.

STUDENT SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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**National Office:** Atlas Studio, 33 Frost Avenue, Braamfontein Werf, 2193, P O Box 91820, Auckland Park, 2006, Tel +27 (0)11 628 2000, Fax +27 (0)11 726 4505, Email info@immgsm.ac.za

**Cape Town Student Support Centre:** Level 3, Stadium on Main, Main Road, Claremont, Cape Town, 7708, P O Box 23998, Claremont, 7735, Tel +27 (0)21 671 4426, Email info.ct@immgsm.ac.za

**Durban Student Support Centre:** 245 Peter Mokaba Road, Corner Valley View Road, Morningside, Durban, P O Box 35263, Northway, 4065, Tel +27 (0)31 312 2239, Email info.dbn@immgsm.ac.za

**Greenstone Student Support Centre:** Stoneridge Office Park, Building B, 8 Greenstone Place, Greenstone Hill, Edenvale, 1610, P O Box 2780, Edenvale, 1610, Tel +27 (0)11 609 5003, Email info.greenstone@immgsm.ac.za

**Milpark Student Support Centre:** 33 Frost Avenue, Braamfontein Werf, 2193, P O Box 91820, Auckland Park, 2006, Tel +27 (0)11 628 8029, Email info.milpark@immgsm.ac.za

**Pretoria Student Support Centre:** 150 Anderson Street, Corner Jan Shoba Street, Brooklyn, Pretoria, 0181, Postnet Private Bag x 1, Menlo Park, 0102, Tel +27 (0)81 756 6016, Email info.pta@immgsm.ac.za

**Sandton Student Support Centre:** Grayston Ridge Office Park, 144 Katherine Street, Sandton, 2196, P O Box 414004, Craighall, 2024, Tel +27 (0)11 783 6662, Email info.sandton@immgsm.ac.za

**Stellenbosch Student Support Centre:** Corner of Drukkers Road and Papegaai Road, Stellenbosch, 7600, Postnet Suite 15, Private Bag X5071, Stellenbosch, 7600, Tel +27 (0)21 883 9104, Email info.stellenbosch@immgsm.ac.za

**Zimbabwe Administrative Office:** 21 Lezard Avenue, Milton Park, Harare, P O Box MP 394, Mount Pleasant, Harare, Tel +263 (0)86 7700 4806 or +263 (0)773 475 003, Email imm.zim@immgsm.ac.za