

1. For the purpose of this Agreement "TFC" shall mean The Finishing College, Registration Number: 2018/499483/07.
2. For the purpose of this Agreement "The Signatory" shall mean, joint and severally, the Student, the Guardian, the Surety, the Sponsor (if applicable) and the Account Payer.
3. By signing this document, the student agrees to abide by the rules and regulations of TFC and acknowledges that the right of admission is reserved and admittance may be denied.
4. All applicants must endorse at the bottom of this that they have understood all the notes given and that they agree to their application being considered under the conditions outlined below.
5. The registration fee, deposit fee and textbook fee is non-refundable. Tuition fee or assessment fee may be refunded if this contract is cancelled within the 7-day grace period offered in terms of this Agreement.

Student Signature -----

6. Students will not be allowed on campus without student cards or biometric access.
7. For occupational programmes delivered via the blended method of instruction, tuition shall be provided from TFC Head Office or according to the timetable provided to the student.
8. Semester or weekly timetables for higher education or occupational programmes as well as commencement dates may be altered at the discretion of TFC.
9. All programmes offered are subject to demand. TFC programmes will commence provided we have a minimum of registered students per programme. TFC shall be entitled to continue to combine classes of a similar academic level and content.
10. Failure of the Student to participate in or attend tuition sessions will not reduce liability for the cost of the programme, and the Signatory shall not be entitled to a credit or a reduction on fees.
11. Students who are not permanent residents of South Africa must obtain a suitable permit or residence permit before registering at TFC. Course fees in respect of Students who do not comply with the above are not transferable or refundable. All International Students will pay 50% of their tuition fees prior to commencement of classes.
12. The signatory hereby confers the right on TFC to view and obtain any results from external examining bodies.
13. No results will be made available, nor will a qualification or certificate be issued until the full balance due to TFC has been paid. Students may be suspended from TFC Campus if there is a breach of any part of this Agreement. In the event of suspension from College, the Signatory will still be liable for the full remaining balance of monies due. TFC may permit the student to resume tuition or access support services once fees are up to date, provided the qualification has not expired.
14. Prescribed textbook are compulsory and textbook fees are paid separately for each TFC Programme.
15. For all programmes a minimum entry requirement is applicable. The student hereby warrants that they meet the entry requirements of any programme that they register for.
16. All rules in the student code of conduct are an integral part of this Agreement, and the Student and Account Payer hereby binds themselves to them.
17. In order to upload student information and records to the National Learner Record Database (NLRD), certain programmes or modules will require successful completion and full competency allocated for the programme.
18. The student hereby agrees to observe the TFC Code-of-Conduct and should he/she interfere with other Students or disturb the smooth running of TFC he/she may be expelled from the College, forfeiting all monies paid and be liable for monies payable as at the day of expulsion.
19. TFC may periodically make rules it considers advisable relating to programme participation and/or attendance, Student conduct and other matters. Violations of academic honesty or of academic integrity including cheating and plagiarism will result in disciplinary and action may result in expulsion.
20. No alcohol and/or drugs are allowed on campus. Students in whose possession alcohol and drugs are found may be expelled.
21. TFC may use images (photographs etc.) taken of the student for TFC advertising and marketing initiatives without restriction.

Student Signature -----

22. TFC will not be liable for injury to, or death of any Student nor loss or damage to personal effects and possessions whilst the student is on Campus or anywhere else in connection with the programme. The Signatory hereby indemnifies TFC in this regard.
23. TFC reserves the right to adjust prices prior to the commencement date of the programme should an accrediting institution impose a price adjustment.
24. The Signatory is responsible for the payment of any external institution fees, and these fees are not included in TFC fees.
25. The students will not be permitted to attend tuition or access tuition support services if the terms of payment are not adhered to. This will not relieve the Signatory of the obligation to pay full fees.
26. None of the terms and conditions of this Agreement is capable of being cancelled, waived, amended, added to or deleted, unless such cancellation, waiver, amendment, addition or deletion is reduced to writing and signed by the parties hereto.
27. No indulgence on the part of TFC shall constitute a waiver, variation, or novation of any such right in terms hereof.
28. The provisions of this Agreement shall, as far as is permitted by law, be binding upon the parties' executors, trustees, curators, legatees, heirs and other successors in title.

29. Transfers from one college to another are permitted at the discretion of TFC Regulatory Committee. Where a transfer is permitted, proof of paid registration and deposit fee should be submitted to TFC as proof of payment in order for payment exemption to be considered.

30. All parties to this Agreement hereby agree that progress reports may be sent to the Account Payer, Student, Parent, Employer and/or Guardian at TFC's discretion.
31. The student hereby consents to TFC communicating with them by any form of communication including SMS, email, social media platforms and learning management systems. In the event that the student no longer wishes to be contacted after leaving TFC they must submit a letter to TFC Head Office, addressed to the Principal and HR stating their wish.
32. The student or sponsor who wishes to terminate the contract will do so in writing 7 days before the commencement of the course and shall be responsible for 50% of the tuition fees payable. NBI The amount for registration fee, deposit fee and textbook fee is excluded, thus it remains payable as per clause 5.
33. All applicants must complete all sections of the application form carefully and legibly. If the institution discovers that any information submitted by the applicant is false, the institution will reject that application and may refer the matter for legal action.
34. Guardians must ensure that they have the necessary finances to pay for all fees covered in the programme.

35. In case of extraordinary events or circumstances beyond the control of such parties, such as a war, strike, riot, crime or Act of God (e.g., CO-VID, earthquake, volcanic eruption) TFC shall be entitled to suspend lectures and temporarily close any campuses affected thereby. The student/sponsor shall not by reason of such suspension or temporal closure be entitled to terminate the agreement or claim a refund, fees paid or a reduction.

36. Should non-payment of fees happen for a period of 30 working days consecutively, then the student and/or the person responsible for payment hereby agree and acknowledge that such students will be banned from attending classes and receiving any tuition material until such time when satisfactory arrangements have been made with TFC and are acceptable to TFC.

37. No Student/other cancellations of this contract shall be of any force or effect without written consent thereto by an authorized director or official at TFC. The student is hereby informed that no verbal agreement by any person shall be of force and effect unless the student has such cancellation confirmed in writing from TFC Regulatory Committee. The student, by his/her signature hereto, is made aware of the clause and hereby acknowledges acceptance thereof. Refunds will take a minimum of 90 (ninety) days to be paid from date of approval by TFC Regulatory Committee. No one shall be entitled to claim a refund on tuition fees if a course has commenced and has been effective for more than 7 days.

38. The right to attend lectures and write examination is not transferable. Accordingly, the Student shall attend all lectures in person and shall be the only person entitled to write examinations in respect of subjects forming part of the TFC programme for which the student has enrolled for. Students are expected to settle all outstanding fees two weeks prior to writing exams.

39. The student accepts as stipulated in the TFC Assessment Policy that as part of the assessment of the programme, the student must fulfill certain academic requirements, which may include (but not limited to) the completion and/or sign off a Portfolio of Evidence or other forms of assessments.

40. The Signatory hereby consents to an Emolument attachment and/or Garnishee order being obtained by TFC, the instalment thereunder not being less than the instalment as per this Agreement.

41. Breach: Should the signatory breach this agreement in any manner or whatsoever and without derogating from the generality thereof, the events detailed below shall be deemed to be a breach hereof, then, notwithstanding anything contained herein, the full amount of the principal debt outstanding up to the date of breach shall immediately become due and payable. For the purpose of this paragraph the following shall be deemed to be a breach by the signatory:

- 41.1 failing to pay any instalment on due date.
- 41.2 a provisional or final order sequestration being granted against the Signatory.
- 41.3 the Signatory failing to have any judgement given against him/her rescinded within 21 days from the date that the judgement was handed down against him/her.
42. In the event of a breach by Signatory of terms of this Agreement, the Signatory agrees to be liable to TFC and/or its agents for the payment of:
- 42.1 interest in the maximum permissible rate under Act on all outstanding amounts.
- 42.2 all costs and expenses of whatever nature incurred by TFC as a direct or indirect consequence of the Signatory's breach, including legal costs on Attorney and client scale and tracing fees.
- 42.3 any Penalties, which may be debited as a result of late payments, Service Fees on payments, return debit order and/or dishonored cheques.

43. The Signatory may be registered with one or more credit bureaus, within the rules of National Credit Act, if there is any fault with any payment.

44. Students should pass no less than three subjects to proceed to the next qualification level. The student is permitted to carry one subject only to the next qualification level. Failure to abide by this clause will result in a repetition of the qualification level which is payable.

45. Students shall be responsible for all letters, telephone calls, tracing fees, other collection costs and charges, including all legal expenses incurred as a result of any breach of this agreement.

NB: This contract should be read together with the Student Code of Conduct.

I, the student, declare that I have read and will abide by the Terms and Conditions outlined above hereof.

Signature of Applicant Date

I, as Guardian/Parent, declare that I have read and will abide by the above Terms and Conditions outlined above hereof.

Signature of Guardian/Parent Date