

## **OPTIMI COLLEGE**

### **TERMS AND CONDITIONS OF REGISTRATION**

## 1. Preamble

- 1.1. This Agreement is entered into by and between Optimi College (Pty) Ltd ("the company") and the Student/ Account Holder/ Legal Guardian.
- 1.2. The Terms and Conditions, the registration form and the Policies and Procedures may be amended, updated, and/or modified at the sole and absolute discretion of the Company, whether in whole or in part, at any time. The Student/Legal Guardian/Account Holder will be notified of any such amendments, and the Student/Legal Guardian/Account Holder's continued engagement with the Company and the Student's participation in the Programme(s) and/or Programme(s) Activities subsequent to such notification shall constitute an acceptance of such amendments.
- 1.3. If the Student is under the age of 18 (eighteen) years and/or is not the person responsible for the payment of the Fees, the Legal Guardian and/or Account Holder responsible for payment of the Fees must confirm acceptance of these Terms and Conditions set out in this document, complete and execute the Application and/or the debit order authorisation form.

## 2. Interpretation

For the purposes of this Agreement:

- 2.1. "Account Holder" means the account holder, as stipulated in the Application, who has undertaken, both in this Agreement and on the Application, to make payment of all amounts due to the Company in respect of the Company's provision of the Products and Services and can also be the Student or Legal Guardian as defined herein.
- 2.2. "Affiliate" means, as to any party to this Agreement, any other person which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. For the purposes of this definition, reference to the term "control" or its correlative terms shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such party, whether through the ownership of voting rights, by contract or otherwise;
- 2.3. "Agreement" means this Agreement read in conjunction with the Application completed and any Policies and related documents;
- 2.4. "Application" means the application process completed by the Student/Account Holder/Legal Guardian for the purposes of this Agreement. The Application is linked to, and read with, the provisions of this Agreement;
- 2.5. "Commencement Date" means the day the Student/Legal Guardian/Account holder make payment of the deposit and/or pay the first monthly installment.
- 2.6. "Company" means Optimi College (Pty) Ltd, registration number: 2007/017012/07, a limited liability private company duly incorporated in South Africa, that sells educational Products and Services (which include but are not limited to educational programmes and modules, lesson material, examinations, assignments, and support, administration services as stipulated in the Application, concluding this Agreement with the Student/ Legal Guardian/ Account Holder.
- 2.7. "Company Policy" means any policy, regulation, rule, or similar proclamation issued by the Company and/or communicated by the Company directly to the Student/Legal Guardian/Account Holder in writing, regulating any aspect relating to the Company and/or the Products and/or Services. The Company Policy shall be determined by the Company from time to time in its sole and absolute discretion and such Company Policy shall substitute and replace the parallel and/or equivalent preceding Company Policy (if any).
- 2.8. "Fees" means any and all costs associated with the Services, including but not limited to registration fees, tuition fees, the Study Material, and/or third-party courier costs for additional and/or replacement material, and which may be amended in the sole discretion of the Company from time to time;
- 2.9. "Legal Guardian" means the person, as stipulated in the Application, who is either:
  - a) the parent or legal guardian of a Student; or
  - b) the person who has legal custody of a Student; or
  - c) the person that undertakes to perform the duties of a person who is referred to in (a) and (b).
- 2.10. "Prime Rate" means the rate of interest (nominal annual compounded monthly in arrears) from time to time published by First National Bank as its prime overdraft lending rate (a certificate from any manager of that bank, whose appointment or authority need not be proved, as to the Prime Rate at any time and the usual way in which it is calculated and compounded at such time shall, in the absence of manifest or clerical error, be final and binding on the Student/legal guardian and/or Account Holder and Optimi College);
- 2.11. "Programme(s)" means the programme(s), course(s), module(s), subject(s) and/or Services offered by the Company a selected by the Student, for study;
- 2.12. "Programme(s) Activities" means any and all activities associated with the Programme(s), including but not limited to:
  - 2.12.1. the registration of the Student, with Optimi College;
  - 2.12.2. the provisions and delivery by the Company to the Student of the Services including but not limited to Study Material and other materials relevant and necessary to the Programme;
  - 2.12.3. the Student's access to Optimi College's Services, including tuition support and classes, whether face- to-face, online or via distance learning methods, as the case may be;
  - 2.12.4. completion and submission of assignments by the Student; and the assessment of assignments and/or examinations in respect of such Programme(s) by the Company;
- 2.13. "Personal Information" shall have the meaning as defined in Section 1 of POPIA;
- 2.14. "POPIA" means the Protection of Personal Information Act 4 of 2013;



- 2.15. "Process", as well as a derivation thereof, shall have the meaning as defined in Section 1 of POPIA;
- 2.16. "Products" means the lesson material and related products including programmes offered by the Company, from time to time, to the Student and/or the public irrespective of whether same is printed or in digital format;
- 2.17. "Services" means the services offered by the Company, from time to time, to the Student and/or the public;
3. An Application completed with the Company shall constitute an offer to the Company, and the Agreement between the Student/Account Holder/Legal Guardian and the Company shall be deemed to have been concluded only once such Application has been received and accepted by the Company at its head office.
4. The Company shall not be required to provide the Student/Account Holder/Legal Guardian with express acceptance of its offer, and the provision of any Products and/or Services shall constitute acceptance;
5. An offer shall not be considered unless the Student/Account Holder/Legal Guardian complies with the minimum requirements set out in the Application, and in this regard, the Company reserves its right to refuse any offer made.
6. The Student/Account Holder/Legal Guardian guarantees and undertakes that:
  - 6.1. The information provided in the Application and in connection with this Agreement is both true and accurate, and this is a material term of the Agreement;
  - 6.2. If so requested, additional documentation required by the Company will be the original document or will be certified as a true copy of the original;
  - 6.3. He/she is fully familiar with the Company's most recent Company Policy and shall comply with any applicable Company Policy.
7. It is the responsibility of the Student/Legal Guardian/Account Holder to ensure:
  - 7.1. The Student is registered with the Company for the correct Programme(s), subjects, modules, and/or qualifications as the case may be.
  - 7.2. The Student/Account Holder/Legal Guardian is familiar with the requirements and the rules of every Product and Service that is purchased from the Company, with reference to the appropriate curriculum and subjects as well as the minimum requirements for passing the specific programme and/or subjects. The Student/Account Holder/Legal Guardian is fully responsible for the choice of Product and Service.
  - 7.3. The deposit/registration fee/first installment and any other monies as prescribed in the application to be paid upfront must be paid in full before any Product is delivered or any Service rendered.

## **8. Commencement of programme(s) activities**

- 8.1. This Agreement shall commence on the Commencement Date and shall be valid in respect of the relevant course length, as stipulated herein.
- 8.2. This Agreement shall subsist for the relevant course length, unless terminated early in terms of this Agreement, and shall automatically terminate on the course expiry date.

## **9. Entrance criteria**

- 9.1. It is the Student/Legal Guardian/Account Holder's responsibility to ensure that the Student meets the entrance criteria relevant to the Programme(s) prior to entering into the Agreement.
- 9.2. By entering into the Agreement, the Student/Legal Guardian/Account Holder warrants that the Student complies with the entrance criteria applicable to the Programme(s).
- 9.3. The Student/Legal Guardian/Account Holder shall provide all information and documentation required by the Company in order to prove the Student's compliance with the entrance criteria to the Company as soon as possible after the Signature Date.
- 9.4. The Company is entitled to withhold the Services and/or Programme(s) Activities, including but not limited to the results of assignments, tests and/or examinations, academic reports, and/or confirmation of completion of the Programme(s) until such time as the required information and documentation is provided by the Student/Legal Guardian/Account Holder.
- 9.5. By entering into the Agreement, the Student/Legal Guardian/Account Holder warrants that all information and documentation provided to the Company by the Student/Legal Guardian/Account Holder is accurate and correct.

## **10. Fees**

- 10.1. The Fees are due, owing and payable by the Student/Legal Guardian/Account Holder on or before the last day of each month following the commencement date, and shall be paid monthly (unless paid in full prior on commencement) by debit order in accordance with the debit order authorisation form and/or telephone mandate, or electronic fund transfer (EFT) as agreed on enrolment (statements provide alternative payment options detail), until the total Fees for the Programme(s) are fully paid up.
- 10.2. The Fees do not include amounts levied for institute membership, tests, examinations, and/or assessments for special needs, Recognition of Prior Learning (RPL) and/or Credit Accumulation and Transfer (CAT). The Student/Legal Guardian/Account Holder is liable for the payment of such amounts in addition to the Fees.
- 10.3. Notwithstanding anything contained in the Agreement and for the avoidance of all doubt, the Student/Legal Guardian/Account Holder is not entitled to withhold, delay, abate and/or set-off payment of the Fees due to the Company in terms of the Agreement for any reason whatsoever.
- 10.4. If any of the debit orders are not honoured and/or payment is not received on or before the last day of the month in which the payment is due, owing, and payable, then without prejudice to any other rights conferred on the Company in terms of the Agreement, or in terms of any other law, the Company may elect but is not obliged, in its sole discretion, to:
  - 10.4.1. terminate or suspend the Services and/or Programme(s) Activities until the Fees are up to date.



- 10.4.2. withdraw any bursaries and/or reverse any discounts which may have been awarded to the Student/Legal Guardian/Account Holder in terms of clause 11.
- 10.4.3. withhold from the Student/Legal Guardian/Account Holder the results of assignments, tests and/or examinations, academic reports, and/or confirmation of completion of the Programme(s) until the payment of the Fees has been brought up to date.
- 10.4.4. levy interest on the overdue amounts at the Prime Rate compounded monthly in advance from the due date of payment up to and including the actual date of receipt of payment.
- 10.4.5. act in accordance with sections 129 and 130 of the National Credit Act, No. 34 of 2005 and its Regulations (as amended); and/or
- 10.4.6. act in accordance with Regulation 19(4) of the National Credit Act, No. 34 of 2005 and its Regulations (as amended) by supplying adverse information to credit bureau within 20 (twenty) days of date of delivery of the notice required in terms of section 129 of the National Credit Act, No. 34 of 2005 and its Regulations (as amended).
- 10.4.7. "Adverse information" includes:
  - 10.4.7.1. adverse classifications of consumer behaviour, which includes descriptions such as "delinquent", "default", "slow-paying", "absconded", and/or "not-contactable"; and
  - 10.4.7.2. adverse classifications of enforcement action, which include actions such as being handed over for collection or recovery, legal action and/or write-off.
- 10.4.8. The Student/Legal Guardian/Account Holder shall remain liable for the payment of any Fees due, owing and payable to the Company notwithstanding the termination or suspension of the Agreement. In addition, the Student/Legal Guardian/Account Holder shall be liable for any and all costs incurred by the Company in recovering any outstanding amounts due, owing and payable by the Student/Legal Guardian/Account Holder, which costs include, but are not limited to, collection commission and the costs of legal professionals on the attorney-and-client scale.
- 10.4.9. A certificate of indebtedness signed by a manager or director of the Company, whose appointment or authority need not be proved, certifying the outstanding amount due, owing and payable by the Student/Legal Guardian/Account Holder, the due date of such payment, and any interest levied on such outstanding amounts, shall constitute prima facie proof of the contents of such certificate.
- 10.5. The Company retains the right to cancel an application and/or to refuse to supply any Product or Service, including but not limited to access to assessments, in the event:
  - 10.5.1. The Student/Account Holder/Legal Guardian fails to make payment in terms of this Agreement; or
  - 10.5.2. The Account Holder owes any money to the Company in respect of a Learner's previous registration; or
  - 10.5.3. The Student/Account Holder/Legal Guardian is in breach of any terms and conditions of the Agreement.

## 11. Bursaries and discounts

- 11.1. Subject to the relevant Policies and Procedures, the Company may in its sole discretion confer a bursary on the Student and/or levy a discount on the Fees.
- 11.2. A bursary and/or discount provided for in clause 11.1 above may be withdrawn or reversed in the sole and absolute discretion of the Company and/or in the following circumstances:
  - 11.2.1. any Fees due, owing and payable by Student/Legal Guardian/Account Holder to the Company are not paid on or before the due date;
  - 11.2.2. the Agreement is cancelled, terminated, or suspended in terms of this Agreement.
- 11.3. Bursaries and/or discounts are restricted to the Student, and are non-transferable and may be applied only in respect of the Programme(s) for which they were granted.
- 11.4. Bursaries and/or discounts shall not be applicable if the Student elects to extend the Programme(s).

## 12. Study material

- 12.1. Subject to the provisions of this clause 12, the costs associated with the Study Material are included in the Fees.
- 12.2. The Study Material shall be made available to the Student, in batches in accordance with the requirements and structure of the Programme(s). The Student may elect to receive all the Study Material in one complete batch at the commencement of the Programme(s) upon completion and submission of the relevant request form to The Company and receipt by the Company of the full payment for the Services and/or Programme(s).
- 12.3. The first dispatch of the Study Material shall be provided to the Student, within ten (10) business days of the date of receipt of the Student/Legal Guardian/Account Holder first payment (as prescribed per quotation including possible registration fees, deposits and first course instalments) to the Company.
- 12.4. The Student may elect to collect the Study Material from the Company premises or request that the Study Material be delivered to the Nominated Physical Address in accordance with the provisions of clause 13 below.
- 12.5. In the event that there are significant amendments to the Study Material within 3 (three) months of receipt of the Study Material, the Company will provide the Student with the amended Study Material at no additional cost.
- 12.6. If the Study Material is amended significantly after 3 (three) months from receipt of the Study Material by the Student, and should the Student wish to obtain such amended Study Material, the Student/Legal Guardian/Account Holder shall be liable for the cost of such Study Material. The amended Study Material shall be dispatched to the Student, or made available for collection by the Student, upon receipt by the Company of the full payment due for that Study Material.
- 12.7. Should the Student, require the replacement of any Study Material provided to the Student, by the Company for any



- reason whatsoever (except in terms of clause 12.5 above), the Student/Legal Guardian/Account Holder shall be liable for all costs of replacing the Study Material, including any delivery costs applicable.
- 12.8. Any Company merchandise purchased by the Student/Legal Guardian/Account Holder may be collected from the premises of the Company or delivered to the Student, in accordance with clause 13 below. The Student/Legal Guardian/ Account Holder shall be liable for any and all delivery costs in this regard.

### **13. Delivery of study material**

- 13.1. In the event that Student/Legal Guardian/Account Holder elects to have the Study Material delivered to the Nominated Physical Address, the Company will procure the services of a third-party courier service to undertake such delivery.
- 13.2. The Company does not give any warranty and/or guarantee in respect of the services provided by any third-party courier service and will not be liable for any adverse consequences, loss, harm and/or damage incurred by the:
- 13.2.1. Student/Legal Guardian/Account Holder due to the conduct, use, and/or actions of a third-party courier service.
- 13.2.2. The Student/Legal Guardian/Account Holder is entitled to enter into an independent agreement with a third-party courier service of the Student/Legal Guardian/Account Holder's choice and at the Student/Legal Guardian/Account Holder 's own cost in order to collect the Study Material.
- 13.2.3. The Student/Legal Guardian/Account Holder or their duly authorised representative, is available to accept delivery of the Study Material on the date and time communicated to the Student/Legal Guardian/Account Holder by the Company and/or the third-party courier service.
- 13.3. The Student/Legal Guardian/Account Holder indemnify the Company against any adverse consequences, loss, harm and/or damage incurred by the Student/Legal Guardian/Account Holder due to the Student, legal guardian and/or Account Holder's non-compliance with clause 13.2 above.
- 13.4. In the event that the Student/Legal Guardian/Account Holder or their duly authorised representative, does not accept the Study Material on the date and time communicated to the Student/Legal Guardian/Account Holder by the Company and/or the third-party courier service, the Study Material shall be returned to the Company by the third-party courier service. Should Student/Legal Guardian/Account Holder require that such Study Material be dispatched again, Student/Legal Guardian/Account Holder shall:
- 13.4.1. deliver a written request to the Company to dispatch the Study Material, which written request shall include the Nominated Physical Address and contact details of the Student/Legal Guardian/Account Holder and/or their duly authorised representative; and
- 13.4.2. make payment of the costs levied for delivery by the third-party courier service. The Student/Legal Guardian/ Account Holder agrees that the Company shall not dispatch the Study Material until and unless the costs levied by the third-party courier service are paid in full by the Student/Legal Guardian/Account Holder, and proof of payment has been provided to the Company by the Student/Legal Guardian/Account Holder.

### **14. Cancellation and refund**

- 14.1. Any cancellation of the Programme(s) Activities and/or termination of the Agreement by the Company or the Student/ Legal Guardian/Account Holder is subject to the Company's Cancellation Policy and as amended from time to time.



Time of cancelation	Total fees due to process cancelation
<b>Within 10 business days from commencement</b>	<p>a. Books returned undamaged, unused and unopened: Full refund of fees paid. Or</p> <p>b. Books unreturned/ used/ opened / damaged: Student, Legal guardian and/or Account Holder will be invoiced in accordance to the replacement value of study material deemed unfit for reuse.</p>
<b>Between 10 and 20 business days from commencement</b>	<p>40% of the first 6 months programme(s) fee.</p> <p>Note in the event of students that have paid their full programme fees in advance, fees refundable will be determined by subtracting the cancellation fees due for an equivalent installment-based student from fees paid.</p>
<b>After 20 business days from commencement</b>	<p>100% of invoiced fees due to date + 60% of remaining fees for a maximum of 6 installments</p> <p>Note if the remaining programme installments are less than 6 the number of remaining installments will apply.</p> <p>Note in the event of students that have paid their full programme fees in advance, fees refundable will be determined by subtracting the cancellation fees due for an equivalent installment-based student from fees paid.</p>

14.2. The table below provides an overview of this policy's fee determination criteria.

14.3. Any bursaries and/or discounts granted to the Student, by the Company in terms of clause 11 shall not be included in any amount refunded to the Student/Legal Guardian/Account Holder as a result of cancellation and/or termination in accordance with the Cancellation Policy.

14.4. The Student/Legal Guardian/Account Holder shall not be entitled to a refund of the Fees, in whole or in part, should the Student, fail to complete the Programme(s) Activities within the course duration period, or should the Student, fail to attain the results required in order to complete and obtain the qualification in respect of the Programme(s).

14.5. The Student may request to transfer from one course to another. In such cases the Company will require a completed cancellation of the current Programme, and associated fees to be processed first. The Student/Legal Guardian/Account Holder will then be entitled to a discount on the subsequent course being enrolled for, as described in the table below:

Original programme(s) cancelation outcome	Transfer discount on new course
<b>Full refund awarded</b>	No discount applicable
<b>Study material costs only</b>	No discount applicable
<b>40% of first 6 months' fees</b>	15% discount on new programme('s) first 6 months' fees
<b>Due fees + 60% of next 6 months fees</b>	25% discount on new programme('s) first 6 months' fees

## 15. Intellectual property

15.1. All the Company Products remain the property of the Company until such Products have been paid for in full. It is understood that the Company is, in respect of the sale of the Products, only selling the right to utilise the intellectual property contained in any Product that it provides for the duration of this agreement, and ownership of such intellectual property shall at all times remain vested in the Company.

15.2. It is specifically agreed that all rights whatsoever to the intellectual property contained in the Company's Product and Services, whether they are capable of registration or not, and including but not limited to the Company's name, trading name, educational programmes, lesson material, assessments (tasks, test, and examinations), assignments, logo and/



or image, remain the sole property of the Company. The Student/Legal Guardian/Account Holder acknowledges and agrees that it will be liable for any damages incurred by the Company, in the event that the Student/Legal Guardian/Account Holder copies, reverse engineers, reproduces or distributes the Company's Products and/or lesson material, or allows any other person to do so when under his/her supervision. The Company also reserves its right to pursue criminal charges against the Student/Legal Guardian/Account Holder in the event of such infringement.

- 15.3. The Student/Legal Guardian/Account Holder acknowledges that he/she is fully responsible for all fees and costs with regard to the Products and Services ordered from, or provided by, the Company and accepts the responsibility to pay the full fees and related administration costs on/before the prescribed dates.

## 16. Personal information

16.1. The Company, its Affiliates, agents, sub-contractors and authorised service providers ("Authorised Partners") may Process the Personal Information of the Student/Legal Guardian/Account Holder ("Data Subject") provided by the Data Subject to the Company and/or held by any Authorised Partner associated with the Data Subject, as is necessary or desirable for rendering the Products and/or Services and/or administering this Agreement ("Relevant Information"). The Student/ Legal Guardian/Account Holder hereby, on their own behalf and/or on behalf of the Student, consent to such Processing of Personal Information as well as authorises:

i). The Authorised Partners to Process all Relevant Information and in particular to transfer and share all Relevant Information between the Authorised Partners, in order to register the Data Subject for, and to perform, additional or related services offered by the Authorised Partners;

ii). The Authorised Partners to store and transmit all Relevant Information in electronic form; and

iii). The transfer of the Relevant Information to any jurisdiction in which the Authorised Partners consider appropriate.

16.2. The Relevant Information shall only be Processed in accordance with this Agreement, read with the Company Privacy Policy.

16.3. All Authorised Partners shall implement reasonable technical and organisational measures to secure the integrity and confidentiality of the Relevant Information as well as prevent loss, damage, and unauthorised or unlawful access thereto.

16.4. The Data Subject shall at all times have the right to access and request amendments to the Relevant Information as well as withdraw any consent to the Processing of the Relevant Information. Withdrawal of such consent may affect or prevent the Authorised Partners from rendering Products and/or Services and the Data Subject shall have no claim against the Authorised Partners in this regard, however, the Student/Legal Guardian/Account Holder shall remain liable to the Company in terms of this Agreement, including any fees and charges that may be charged in respect of Products and/or Services that may no longer be rendered due to such withdrawal of consent to Processing.

## 17. Limitation of liability

17.1. The Company, its shareholders, directors, Affiliates, employees, agents, and/or third party service providers shall not be deemed to be in breach of the Agreement and/or liable to the Student/Legal Guardian/Account Holder (as the case may be) for any adverse consequences, loss, harm, and/or damage, including special or general damages, any consequential loss, or other claims arising out of or in connection with the Agreement, whether caused by breach of the Agreement and/or due to the fault of Optimi College, its shareholders, directors, Affiliates, employees and/or third party service providers in general, and in particular:

17.1.1. by reason of any delay in the performance of, or failure to perform, the Company's obligations in terms of the Agreement, if the delay or failure to perform is due to any cause beyond the reasonable control of the Company;

17.1.2. due to the fault of the Student/Legal Guardian/Account Holder, including the Student/Legal Guardian/Account Holder's failure to provide and keep up to date any information and/or documents supplied by the Student/Legal Guardian/Account Holder to the Company in connection with the provision and delivery of the Programme(s) Activities and the execution of the Agreement.

17.1.3. due to the Student/Legal Guardian/Account Holder's failure to perform their obligations under or in terms of the Agreement; and/or

17.1.4. due to any inaccuracy, error, and/or delay in:

17.1.4.1. data, information, and/or other electronic communication; and

17.1.4.2. the transmission of any data, information and/or other electronic communication.

## 18. Breach

18.1. In the event of either of the parties ("Defaulting Party") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 10 (ten) business days after receipt of a written notice from the other party ("Aggrieved Party") calling upon the Defaulting Party so to remedy, then the Aggrieved Party shall be entitled, at its sole discretion and without prejudice to any of its other rights in law, either to claim specific performance of the terms of





this Agreement or to cancel this Agreement forthwith and without further notice, and in either case to claim and recover damages from the Defaulting Party.

- 18.2. The parties' remedies set out in terms of this clause 18 will not be exhaustive and will be in addition and without prejudice to any other remedies they may have in law, whether for damages or otherwise.
- 18.3. This clause 18 shall remain in effect even if the Agreement terminates or is cancelled.
- 18.4. The Company retains the right to terminate this agreement with immediate effect, in the event:
  - 18.4.1. The Student/Account Holder/Legal Guardian is in breach of any terms and conditions of the Agreement.

## 19. Notices and domicilia

- 19.1. The Company and the Student, legal guardian and/or Account Holder select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required in terms of the Agreement, the said physical addresses as well as the following email addresses:
- 19.2. The Company Physical Address: 1st Floor Building 1 Tygervalley Office Park Corner Willie Van Schoor & Old Oak Road Tygervalley Bellville Western Cape Province South Africa. Email Address: support@optimicollege.co.za
- 19.3. Student/Legal Guardian/Account Holder (\*to complete if different from the domicilium address indicated on the Application form)  
Physical Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_
- 19.4. Either party may change its domicilium or its address for the purposes of notices to any other physical address, and/or email address by written notice to the other party to that effect. Such change of address will be effective 5 (five) days after receipt of the notice of the change.
- 19.5. All notices to be given in terms of the Agreement will be given in writing and will:
  - 19.5.1. be delivered by hand or sent by email;
  - 19.5.2. if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and
  - 19.5.3. if sent by email during business hours, be presumed to have been received on the date of successful transmission of the email. Any email sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.
- 19.6. Notwithstanding the above, any notice given in writing, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## 20. Notices and domicilia

- 20.1. The Agreement supersedes and replaces any and all previous communications, whether electronic, verbal, and/or written between the Student and Optimi College.
- 20.2. These Terms and Conditions, the registration form, the debit order authorisation form / telephone mandate, the Policies and Procedures (where applicable), and all other documents referred to in the aforementioned documents constitute the entire Agreement between the Student/Account Holder/Legal Guardian and the Company, and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein.
- 20.3. The Company may cede or assign its rights and duties contained herein at any time to any third party without the prior consent of Student/Account Holder/Legal Guardian Student/Account Holder/Legal Guardian may not be ceded or assigned any rights or duties obtained in terms of this Agreement without the Company's prior written consent.
- 20.4. The Student/Account Holder/Legal Guardian hereby agrees that the law of the Republic of South Africa shall govern this Agreement, and further agrees to the jurisdiction of the Magistrates' Court and acknowledges that he/she will be liable for all legal costs, including costs on an attorney-and-client scale if the amounts due for the Products and Services are not paid timeously according to the payment method chosen in the Application process.
- 20.5. The Student/Account Holder/Legal Guardian hereby renounces any benefits to which it may be entitled to in law, without limiting the extent of the foregoing, the benefits of "no value received, revision of accounts, non numerata pecuniae (that no money was paid to the Account Holder), non causa debiti (that there does not exist valid grounds for the debt/s) errore calculi (that there was a mistake in the calculation of any outstanding amount), and revision of accounts", the meaning and effect of which the Student/Account Holder/Legal Guardian understands and acknowledges that he/she is fully acquainted with.





- 20.6. No variations or amendments to this Agreement or waiver of any rights or cancellation thereof will be valid unless placed in writing and signed by both the Student/Account Holder/Legal Guardian and the Company, or its duly authorised representative. When interpreting this Agreement, the terms of any valid amendment or variation shall prevail.
- 20.7. No failure on the part of the Company to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way the Company's right to require performance of any such provision at any time in the future.
- 20.8. The Company, its directors, employees, officers, agents, consultants, service providers and affiliated companies will not be responsible for any direct, indirect or consequential losses suffered by the Student/Account Holder/Legal Guardian, including death, injury of whatsoever nature, losses of profits or data and delays, whether on the basis of contract or delict, that arise from the use of the Products and Services, when used as a Company education product in any other manner whatsoever.
- 20.9. The Student/Account Holder/Legal Guardian hereby consents and authorises the Company as well as the Company's nominee or agent to carry out any necessary credit checks or searches at any credit bureau or similar tracing facility and to verify the Student/Account Holder/Legal Guardian's personal and account details, with the purpose of establishing the Student/Account Holder/Legal Guardian's creditworthiness and contact information. The Company retains the right to disclose relevant financial or accounting information pertaining to the Student/Account Holder/ Legal Guardian or to any Company agent orcessionary.
- 20.10. In this Agreement reference to one gender shall include the other gender, reference to a legal person shall include natural persons and trusts and vice versa, and reference to the singular shall include the plural and vice versa.
- 20.11. All provisions and the various clauses of the Agreement are severable from each other. Any provision or clause of the Agreement, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, unlawfulness, or for any other reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as if it were not incorporated in the Agreement, and the remaining provisions and clauses of the Agreement shall remain of full force and effect. The Company and the Student/Account Holder/Legal Guardian declare that it is their intention that the Agreement would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution.
- 20.12. The cancellation or termination of the Agreement shall not affect those provisions of the Agreement which expressly provide that they will operate after any such cancellation or termination, or which of necessity must continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for this.

