

TERMS AND CONDITIONS RELEVANT TO SHORT COURSES OFFERED BY SOL PLAATJE UNIVERSITY

1. AGREEMENT

- 1.1 This Agreement sets out the Terms that govern the Student's use / attendance of / registration for Short Courses offered by SPU.
- 1.2 SPU encourage the Student to read these Terms carefully, and to contact SPU if the Student has any questions. By using SPU's services or registering for a Short Course, the Student agrees to be bound by these Terms. If the Student does not agree to be bound by these Terms, or are not able to enter into a binding agreement, then the Student may not register for a Short Course, or use SPU's services.
- 1.3 This registration or Agreement is not transferable to another person.

2. DEFINITIONS

Unless the context clearly indicates otherwise, any capitalised word or expression to which a specific meaning has been assigned below which is used in the text of this Agreement, bears the meaning so assigned in this clause 2, and any word or expression related to a word or expression defined in this Agreement bears a corresponding meaning. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement which do not themselves contain their own definitions. If any definition contains a substantive provision conferring rights or imposing obligations on a Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.

- 2.1 **Agreement** means this agreement between SPU and the Student in respect of the Short Course detailed below, and will include any and all annexures and appendices attached to the Agreement.
- 2.2 **Assessment** means any examination, test or alternative way of assessing the Student's knowledge and/or performance.
- 2.3 **Intellectual Property** means any creation of the mind that may be protected against unauthorised use by third parties, including, but not limited to specifications, technical information, formulae, know-how, data, systems and processes, methodologies, as well as registered and unregistered intellectual property in the form of patents, trademarks and designs, copyright and related rights in any works including literary works or computer software programs, in each case whether granted, registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- 2.4 **Party** means SPU or the Student.
- 2.5 **POPI Act** means the Protection of Personal Information Act (4 of 2013) as amended.
- 2.6 **Short Course** means any Short Course offered by Sol Plaatje University.
- 2.7 **SPU** means Sol Plaatje University.
- 2.8 **SPU Representative** means the person nominated in the Agreement or otherwise in writing by SPU from time to time, to act on behalf of SPU as it relates to the practical execution of this Agreement.
- 2.9 **Student** means any Student that has applied for and/or is registered for a Short Course at SPU.
- 2.10 **Terms** means the terms and conditions contained in this Agreement which will govern the relationship between SPU and any Student that has applied for or is registered for a Short Course.

3. TERMS OF ENROLMENT

3.1 APPLICATION / REGISTRATION

- 3.1.1 To enrol in a Short Course, the Student must be eligible to enrol in such by meeting the relevant minimum entrance requirements. The Student (and the Student's sponsor, if applicable) must not be subject to any sanctions, executive orders, regulations, or other such governmental actions prohibiting the Student's enrolment. SPU will only allow the Student to register once the Student's application has been accepted by SPU.
- 3.1.2 Before registering for any Short Course, the Student is responsible for establishing the relevance and suitability of the Short Course for the Student's individual requirements, through consideration of the information supplied through SPU's Websites, and asking questions, if necessary.
- 3.1.3 The following documents must be attached to the application
 - 3.1.3.1 Certified copy of ID / Passport and Work Permit / Asylum / Refugee Permits, if applicable;
 - 3.1.3.2 Certified marriage certificate, if names on the Student's certificates and ID / Passport are different;
 - 3.1.3.3 Proof of payment of the application fee;
 - 3.1.3.4 A copy of the Student's highest qualification

- 3.1.4 The Student will not be allowed to register for a Short Course if the Student is under the age of 16. If the Student is between the age of 16 and 18, the Student must obtain the written consent and assistance of the Student's parent or legal guardian to enter into these Terms and register for a Short Course.
- 3.1.5 All information (including personal information) provided to SPU on application / registration or while accessing SPU services and Short Courses, must be true, accurate and complete. The Student is also responsible for updating SPU in the event of a change to the Student's information. All personal information will be processed in accordance with SPU's Privacy Policy.
- 3.1.6 In order to apply / register for a Short Course, receive certain support or complete a Short Course the Student must be proficient in the language in which the Short Course will be offered. The Student will also:
 - 3.1.6.1 need a current valid email account;
 - 3.1.6.2 need access to a computer and the internet;
 - 3.1.6.3 should have a sufficient level of computer literacy and access to the computer and internet facilities required to complete the Short Course the Student is registered for.
- 3.1.7 The Student should be familiar with using a computer and accessing the internet, as the Student may need to be able to read documents in Adobe PDF Reader, view Microsoft PowerPoint presentations, and read and create documents in Microsoft Word.

3.2 CLASSES

- 3.2.1 The non-attendance of classes will not result in a reduction of the Student fees, nor will it absolve the Student from full liability for the payment of fees.
- 3.2.2 The Student is expected to attend ALL classes and or online sessions in order to receive a certificate. Non-attendance may lead to the Student not receiving a certificate for the course the Student has enrolled for.
- 3.2.3 SPU reserves the right to change timetables, Short Course commencement dates, postpone or cancel tuition in any Short Course initially advertised and offered, on the basis of insufficient demand or any other reasonable ground. Should SPU effect such a change, SPU shall not be held liable for any costs, claims, damages, or loss that the Student may sustain or suffer as a result of the postponement or cancellation of a Short Course (please refer to clause 3.4 below for terms and conditions governing such cancellations).
- 3.2.4 During the presentation of the Short Course, the Student may be required to verify the Student's identity with an official identity document, which reflects the name provided upon registration, for authentication and record purposes. Acceptable forms of identification include an identity document (national ID card), passport, government issued driver's license or birth certificate. If identification verification is required for the Student's Short Course, non-submission of valid identification in accordance with standard verification processes will result in either restricted access to parts of the Short Course, or the Student's Certificate or other credentials being withheld upon the Student's successful completion of a Short Course. If the Student undergoes a name change during the presentation of a Short Course, the Student will be required to communicate this to SPU, who will advise the Student on the process to be followed. The name provided by the Student in the identity document that the Student has submitted will be the name that appears on any certificate that may be issued to the Student on the Student's successful completion of a Short Course.
- 3.2.5 Only Students who are registered for a Short Course may participate in that Short Course. The Student shall not divulge the Student's username or password to any other person, permit any other person to participate in the Short Course on the Student's behalf, and/ or impersonate any other person in dealing with SPU or when accessing any online platform hosted by SPU for the purpose of this Short Course, by using another Student's username and password. If the Student forgets the Student's username or password, SPU will take such steps that SPU regards as being secure to ensure that the Student regain access to the Student's profile.
- 3.2.6 The Student agrees that the Student will contact SPU immediately if the Student experiences any unauthorised use of the Student's profile details. The Student is responsible for the use of the Student's profile in any online platform hosted by SPU for the purpose of this Short Course, and for maintaining it and all information on it. SPU takes security seriously, but as the user, the Student accepts all risks of any unauthorized access that could occur regarding the Student's information.
- 3.2.7 English is the primary language of instruction and administration for all Short Courses, and all Short Coursework that is required for assessment purposes must be written in English, unless indicated otherwise. This includes posts made on any discussion forums. Further details on the language, and any applicable assessment submission requirements, will be set out in the Short Course prospectus.

3.3 FEES AND PAYMENTS

- 3.3.1 All Students are required to pay the full fee for the Short Course that they are enrolling for, at least two weeks prior to the start of the Short Course.
- 3.3.2 Fees payable to SPU will without limitation comprise tuition, registration and course material fees as further described in the Short Course brochure. It is the Student's responsibility to cover the cost of transport, accommodation, meals, specialised consumables, internet connectivity and costs in respect of all other requirements associated with the successful completion of the Short Course.
- 3.3.3 When the Student registers for a Short Course, the Student agrees to pay the applicable Short Course fee and such other amounts as may be due by the Student arising from the Student's participation in the Short Course. Short Course fees may vary based on the Student's location and other factors. SPU reserves the right to change any Short Course fees at any time at SPU's sole discretion. Any change, update, or modification will be effective immediately upon posting to the SPU website.
- 3.3.4 SPU reserves the right to withhold results until any outstanding accounts are settled in full.
- 3.3.5 The Student is solely responsible for his/her account. If the Student's participation in a Short Course is being paid for by a third party (i.e. sponsor / employer), then the Student is still bound by all provisions in these Terms (including payment provisions). SPU however reserves the right to enter into a separate agreement with the Student's sponsor / employer to govern payment for the Short Course on the Student's behalf, as well as to govern the receipt of certain information in relation to the Student's completion of the Short Course.
- 3.3.6 The following methods of payment are accepted:
 - 3.3.6.1 direct deposits
 - 3.3.6.2 electronic payments.
- 3.3.7 Cheques are NOT accepted.
- 3.3.8 If a direct deposit and/or electronic transfer is made, please provide proof of payment as per instruction on the tax invoice
- 3.3.9 SPU may not be an "educational institution" for tax purposes in the Student's jurisdiction. If the Student's sponsor / employer offers remuneration for educational Short Courses, it is the Student's responsibility to check with the relevant third party if this Short Course meets their requirements for remuneration. Similarly, it is the Student's responsibility to establish if these Short Courses will qualify for a tax rebate. SPU will not issue or complete any tax or related forms.
- 3.3.10 The Student will only receive confirmation of the Student's registration for a Short Course, and be allowed access any online platform hosted by SPU for the purpose of the Short Course if relevant, once the Student has made the required minimum payment for the Short Course. There may also be a delay of access to the online platform until the Student is formally enrolled in SPU's records, or until the Short Course commences as per the Student's selected Short Course commencement date.

3.4 CANCELLATIONS AND REFUNDS

- 3.4.1 The Student may not cancel his/her enrolment in a Short Course without written consent from SPU, and will not be exonerated from liability for the Short Course fees.
- 3.4.2 No refunds are granted to Students who fail to attend the Short Course for which they have registered and paid.
- 3.4.3 Refunds will only be granted under the following conditions:
 - 3.4.3.1 In case of the cancellation of a course by SPU
 - 3.4.3.2 In case where the Student has applied to cancel the Student's registration of a course due to unforeseen circumstances and such an application has been approved.
- 3.4.4 A Student must complete the Short Course for which he/she enrolled within one year of registration.
- 3.4.5 SPU reserves the right to postpone or cancel a Short Course due to lack of demand. In the event of cancellation by SPU, as opposed to postponement, all fees paid will be refunded by SPU.
- 3.4.6 Refund requests will take a minimum of 30 working days to be processed, after all documentation has been received being:
 - 3.4.6.1 A written request for a refund, providing the Student's motivation
 - 3.4.6.2 Substantiating documents as requested by the SPU Representative
 - 3.4.6.3 Written approval from the Student's sponsor(s) in cases where the Student's short course registration was sponsored by a third party.
- 3.4.7 The Student hereby consents to the receipt of a tax invoice from SPU, which shall be sent to the Student in electronic format to the email address that the Student provided upon applying / registering for a Short Course. All invoices shall reflect the methods of payment that will be accepted in payment of such invoice.

- 3.4.8 If any bank charges, wire fees and/or other costs are levied on or added to a payment made by the Student to SPU from any country or jurisdiction, the Student will be liable for all such bank charges, fees and/or additional costs.
- 3.4.9 Any VAT or other applicable taxes payable in addition to the Short Course fees will be identified in the Student's invoice, and is payable by the Student.
- 3.4.10 When making payment to SPU, the Student must ensure that the Student's invoice number (to which the payment relates) is reflected on the Student's payment. SPU will not be held liable if SPU is unable to locate the Student's payment, and as a result the Student is suspended from participation in a Short Course.
- 3.4.11 If the Student or the Student's sponsor / employer fails to make the minimum required payment for a Short Course by the due date for payment (as agreed during registration and recorded in the invoice), then SPU may, in SPU's sole discretion, remove the Student from the Short Course or suspend the Student's participation in the Short Course. If the Student is suspended from participation, the Student will not be permitted to access any online platform hosted by SPU for the purposes of the Short Course or attend classes, until such time as SPU has received the outstanding payment that has fallen due. The Student will be given a period of time within which to rectify non-payment, and if payment is not made within the given additional period of time, then SPU may cancel the Student's registration and remove the Student from the Short Course and the Student will not be entitled to any refund.
- 3.4.12 If the Student's Short Course fees are not settled in accordance with any agreed payment terms, the Student will not receive the Student's final results for the Student's Short Course, and SPU will also not issue any letters or Certificates confirming completion of the Short Course.
- 3.4.13 If there is a dispute about payment of any Short Course fee (or any portion thereof), or the way in which the Student uses the Student's online platform hosted by SPU for the purposes of the Short Course, SPU may at SPU's sole discretion suspend the Student's participation in the Short Course for the period of the dispute.
- 3.4.14 If the Student wishes to cancel the Student's participation in a Short Course, the Student will need to contact the SPU Representative to discuss the Student's cancellation request. The SPU Representative will consult with the Student to discuss the Student's request and assist the Student in reaching an informed decision. Should the Student decide to go ahead with the Student's cancellation request, the Student will be required to complete and submit a cancellation of registration application form (which will be provided to the Student by the SPU Representative). If the Student's fees for the Short Course has been paid by a sponsor / employer, the Student will not be permitted to cancel the Student's participation in the Short Course without the written approval of the Student's sponsor / employer. However, the Student will not be entitled to a refund.
- 3.4.15 SPU reserves the right to cancel or postpone a Short Course if there is insufficient demand, as determined by SPU in SPU's sole and absolute discretion. In this case, the Student will receive a full refund, but no interest will accrue on any amounts refunded to the Student and any applicable bank charges will be offset against the refunded amount.
- 3.4.16 SPU is constantly changing and improving SPU's services and Short Courses. SPU may add or remove functions, features, or requirements, and SPU may suspend or stop SPU's service altogether, giving enrolled Students reasonable prior notice of any material changes.

3.5 TRANSFER OF SHORT COURSES

- 3.5.1 A Student who wishes to transfer from one Short Course to another must apply in writing for permission to do so from the SPU Representative.
- 3.5.2 SPU reserves the right to approve/disapprove the Student's application for the transfer of his/her registration to another Short Course.
- 3.5.3 The transfer can only occur within one year of the registration, failing which the Short Course fee is forfeited.
- 3.5.4 Should the Student's request for a transfer be granted by SPU, the Student will be liable for additional payment for the course material for the Short Course to which he/she is transferring, as well as the course material of the original Short Course.

3.6 DEFERRAL OF SHORT COURSES

- 3.6.1 A Student who wishes to defer his/her enrolment to a commencement date later in the year, or transfer to a different course, must apply in writing for permission to do so from the SPU Representative. The SPU Representative will consult with the Student to discuss the Student's request and assist the Student in reaching an informed decision before confirming the Student's Short Course postponement. Should the Student decide to go ahead with the Student's postponement request, the Student will be required to complete and submit a postponement application form (which will be provided to the Student by the SPU Representative). Such application has to be forwarded to SPU Representative not later than fourteen days before the commencement of the Short Course.
- 3.6.2 No deferrals will be permitted for Short Courses of 3 weeks or less.

- 3.6.3 All applications for Short Course postponements must be within 21 calendar days of the Student's Short Course start date.
- 3.6.4 The deferral of a Short Course must be done within a twelve (12) month period from the date of registration.
- 3.6.5 An additional charge may be levied for deferrals at the discretion of SPU.
- 3.6.6 If the Student's fees in respect of the Short Course have been paid by a sponsor / employer, the Student will not be permitted to defer the Student's participation in the Short Course without the written approval of the Student's sponsor / employer.
- 3.6.7 A deferral in a Short Course will only be permitted once and no repeat deferral will be permitted.
- 3.6.8 If the Student defers the Student's participation to a different Short Course with a higher Short Course fee than the cost of the Short Course for which the Student initially registered, the Student will be invoiced for the difference in fees, and will only be given access to the new Short Course once the Student have paid the minimum financial obligation that has been set out in the invoice.
- 3.6.9 If the Student wishes to transfer from one Short Course to a different Short Course with a lower Short Course fee than the cost of the Short Course for which the Student initially registered, the Student will forfeit the difference.
- 3.6.10 SPU does not guarantee that future presentations of a Short Course will be held. If the Student choose to defer the Student's participation in a Short Course the Student do so at the Student's own risk. Assignments (where applicable) that have been completed up until the date of the postponement will not be credited to the Student upon re-registration.

3.7 ASSESSMENTS AND CERTIFICATES

- 3.7.1 The Student agrees to be bound by rules of due performance. SPU reserves the right to exclude the Student from an examination / assessment and to withhold a Student's results if his/her due performance requirements have not been met, without detracting in any way from the right of SPU to recover fees payable.
- 3.7.2 Every SPU Short Course earns a Certificate of Attendance or a Certificate of Competence. A Certificate of Competence requires the Student to pass formative and summative assessments.
- 3.7.3 Please note that the Short Courses offered by SPU are accredited by SPU but are not necessarily credit bearing.
- 3.7.4 Allowances for late submission of assignment or re-writing of examinations are not allowed, except in exceptional circumstances. Allowances for late submissions will only be considered upon receipt of a written motivation and detailed supporting documentation. The Short Course dates are clearly provided to the Student before a Short Course commences, and it is the Student's responsibility to ensure that the Student is able to complete the Short Course.
- 3.7.5 The Student may request, in writing, a re-mark of an assignment at any stage of the Short Course. Please note that re-marks may result in an increase, decrease or no change to the Student's mark. A re-mark must be requested in writing to the SPU Representative before the final results have been released for the Short Course. A fee determined by SPU may be charged for the re-mark of an assignment / examination.
- 3.7.6 The Student's provisional result or completion status may be subject to a moderation process. If the Student has outstanding fees or amounts owing, the Student's result will be withheld until such time as the Student's fees have been settled in full. If the Student is dissatisfied with the Student's academic standing (provisional result for the Short Course) the Student is within the Student's rights to submit an appeal.
- 3.7.7 A Certificate of Completion or a Certificate of Attendance (depending on the nature of the Short Course) will be issued to the Student in the Student's legal name that the Student provided to SPU during the application / registration process, following the Student's successful completion of a Short Course in accordance with the stipulated requirements for the award of a Certificate. No Certificate will be issued to the Student if the Student has not met the minimum stipulated requirements for the award of a Certificate. If the Student is found guilty of plagiarism (even for the first offence) and a satisfactory explanation is not given, the SPU may decide, in its sole discretion, not to issue a Certificate to the Student. The same will apply if the Student is found guilty of any other misconduct. No changes can be made to the standard form or wording of a Certificate for any reason whatsoever. Certificates will be issued in English, unless indicated otherwise.
- 3.7.8 If applicable to the Student's Short Course, SPU will courier the Student's physical Certificate to the Student's street address provided to SPU during the registration process or such other address the Student has nominated, unless the Student opt-out of receiving a physical Certificate. SPU cannot be held liable if the Student provide an incorrect address or if no address is given, and cannot guarantee the delivery date of and timing of receipt of the Student's Certificate. If the Student's Certificate is not delivered to the Student within three (3) months from SPU issuing the Student with a tracking code, it is the Student's responsibility to notify SPU of the non-delivery. If the Student opts out of receiving a physical Certificate the Student will not be able to request a physical Certificate at a later stage.

- 3.7.9 Should the Student choose to nominate a third party to receive or collect the Student's printed Certificate on the Student's behalf, this will be done at the Student's own risk, and SPU won't be held liable for any loss, damage or theft arising from this nomination.
- 3.7.10 If a printed Certificate is returned to SPU's offices, the Student will be contacted and informed of the return. Certificates returned due to being unclaimed by the designated recipient will be re-sent by courier at the Student's written request, and the Student will be liable for the cost of re-sending the Certificate. Should an incorrect or outdated address be provided by the Student and a delivery re-route is necessary, the Student will be held liable for the cost for said re-route.
- 3.7.11 Only one physical hard-copy Certificate may be issued to the Student upon the Student's successful completion of the Short Course, and no duplicate Certificates will be issued to the Student or the Student's sponsor / employer.
- 3.7.12 A reprint of the Student's printed Certificate will only be issued to the Student if the Student's Certificate has been destroyed, irretrievably lost or not delivered to the Student at no fault of the Student's own. The Student will be charged for the courier fee for the delivery of the reprint, as well as such other fees as determined by the SPU from time to time.
- 3.7.13 If the Student receive the Student's Certificate with a printing error, the Student is required to notify SPU as soon as possible, and return the erroneous Certificate to SPU before an amended version will be issued to the Student. SPU cannot be held liable for printing errors resulting from incorrect personal Student information provided to SPU by the Student. Any Certificate changes or reprints requested after a three (3)-month period from when the Student received the Student's Certificate will be charged for.
- 3.7.14 If the Student is eligible for the award of a Certificate, the Student's Certificate may be withheld by SPU or the SPU in the following circumstances:
 - 3.7.14.1 If the Student is under investigation for academic dishonesty or misconduct and such matter has not been resolved at the time of certification, the award of a Certificate may be suspended until the matter has been finalised of by SPU.
 - 3.7.14.2 If the Student owes outstanding fees to SPU, (whether for a Short Course or another program) the Student's Certificate may be withheld until such time as the Student's fees have been settled in full.
 - 3.7.14.3 If the Student fails to submit the required supporting documentation or if the Student fails to successfully verify the Student's identity when identity verification is a requirement for the Short Course, the Student's Certificate will be withheld until such time as the Student have successfully verified the Student's identity.

3.8 RULES, REGULATIONS, POLICIES AND PROCEDURES

- 3.8.1 Every Student is subject to the rules, regulations, policies and procedures of SPU as amended from time to time.
- 3.8.2 By agreeing to these Terms, the Student also consents to the relevant rules, regulations, policies and procedures applicable to, and accessible on, SPU's website (www.spu.ac.za), which are incorporated by reference into these Terms.
- 3.8.3 In addition to the above, the Student is prohibited from doing the following:
 - 3.8.3.1 Making available copies of the Short Course content or course material or any portion thereof in hard copy or on a network server, web server, or another website, for use/examination by others;
 - 3.8.3.2 Using, displaying or otherwise making available the Short Course content or course material or any portion thereof, or any other materials, to third parties in an electronic or print format that enables it to be downloaded or distributed to any third party via a mobile device, or shared in any similar file sharing arrangement, or enabling the distribution of the Short Course content or course material by any other means;
 - 3.8.3.3 Sublicensing, reselling, renting, lending, assigning, ceding, donating or otherwise transferring or distributing the Short Course content or course material or the Student's rights granted to the Student under these Terms
 - 3.8.3.4 Reverse engineering, decompiling, or disassembling any software that is contained within Short Course content or on the online platform hosted by SPU for the purposes of the Short Course; and
 - 3.8.3.5 Removing any notice of copyright, trademark or any other proprietary right from any place where it is displayed on or embedded in the Short Course content or course material.
- 3.8.4 SPU shall have discretion to deny the Student's registration for that Short Course, remove the Student from that Short Course, suspend the Student's activity on that Short Course, or withhold the Student's credentials upon successful Short Course completion, on the basis of written reasons related to outstanding fees owing to SPU, misconduct or other lawful impediment.

3.9 COMMUNICATION

- 3.9.1 The Student may receive communication by telephone, email or text message from different people acting on behalf of SPU or the SPU Representative for Short Course administration and related purposes, including reminders of assignments and payments due by the Student, or other information related to the Student's registration or these Terms. The Student agrees and consents to receipt of such communications (although the Student may opt-out of any generic marketing communications that are unrelated to Short Course administration, at any time, through the supplied opt-out mechanism). Should such SPU representatives not send the Student any communication via telephone, email, text message or any other platform, that will not absolve the Student from any requirements to submit assignments on time, pay fees on time or any other obligations the Student might have as a registered Student in respect of the Short Course.
- 3.9.2 The Student's primary contact during a Short Course presentation will be the Student's SPU Representative.
- 3.9.3 The SPU Representative is available to the Student to handle any administrative or technical queries and offer general support not related to the Student's specific Short Course. Such SPU Representative will be available during normal office hours by telephone and email.
- 3.9.4 The Facilitator provides guidance on Short Course content and academic-related queries on all Short Courses. Interactions with these Facilitators occur only on the discussion forum in the Student's online platform hosted by SPU for the purposes of the Short Course, except for times when the Student and Facilitator will be in direct contact during presentations and/or other interactions.. Facilitators will not be available for queries by telephone or email and will respond to queries on the discussion forum on such days of the week and during such times as stipulated on the Student's online platform hosted by SPU for the purposes of the Short Course.
- 3.9.5 All communications on SPU's forums or through SPU's Websites, including any content published by the Student, must remain appropriate at all times. SPU retains the right to monitor and investigate any communication which is alleged to be offensive or specifically prohibited. SPU retains the right to take any action that SPU deems appropriate to ensure that each online platform hosted by SPU for the purposes of the Short Course remains constructive. The Student agrees to abide by the provisions of SPU's Website Terms of Use in relation to acceptable use policies, especially in relation to offensive and prohibited conduct. In addition, the Student undertakes not to use SPU services to promote any business or enterprise, unless permitted to do so by an authorised representative of SPU in writing, or unless this forms part of a Short Course requirement. To the extent that any person is harmed by the Student's comments, SPU shall not be held responsible for the Student's behaviour and the Student hereby release SPU from and indemnify SPU against any such liability.

3.10 ONLINE ACCESS

- 3.10.1 If required for the successful delivery of the course, SPU is committed to provide an online platform hosted for the purposes of the Short Courses that are accessible to the widest possible audience. SPU is actively working to increase the accessibility and usability of SPU's Website and online platform hosted by SPU for the purposes of the Short Courses for all SPU's Students. SPU's online platform is periodically reviewed by an accessibility expert who uses a range of different assistive technologies and computer settings to test the online platform for conformance with the above standards of accessibility.
- 3.10.2 While SPU strives to ensure that the online platform hosted by SPU for the purposes of the Short Courses conform to relevant standards, there may be exceptions where the online platform hosted is not fully up to standard. SPU is continually seeking out solutions that will bring all areas of the Website and SPU's online platform up to the same level of overall accessibility, while ensuring that the overall Student experience is not unduly compromised.
- 3.10.3 If the Student experiences any difficulty in accessing any aspect of the Website or the online platform hosted by SPU for the purposes of the Short Course, the Student is required to contact the SPU Representative.
- 3.10.4 SPU recommends that the Student use Google Chrome or other current internet platforms as the Student's internet browser when accessing an online platform hosted by SPU for the purposes of the Short Course.
- 3.10.5 The online platform hosted by SPU for the purposes of the Short Courses may not be fully compatible with all mobile devices, including smartphones and tablets. In order to access and participate effectively in the Student's online platform hosted by SPU for the purposes of the Short Course, the Student may require access to a desktop computer or a laptop computer. The Student will be responsible for the cost of internet access, access to a desktop computer / laptop computer / mobile device and for any upgrades required to the Student's computer or mobile device yourself.
- 3.10.6 Certain Short Courses may require additional software and resources. These additional software and resource requirements will be communicated to Students upon registration and/or at the beginning of the Short Course. Please note that sites like Google, Vimeo, Zoom, AWS, and YouTube may be used in SPU's Short Course delivery, and if these services are blocked in the Student's jurisdiction, the Student may have difficulty in accessing

Short Course content. SPU strongly recommends that the Student checks with SPU before registering for a Short Course if the Student has any concerns about this affecting the Student's experience with the online platform hosted by SPU for the purposes of the Short Course. If SPU includes third-party applications ("Third Party Apps") in a Short Course, the Student shall accept and agree to be bound by any Third Party App's terms and conditions attributable to such applications. The Student is obliged to source and obtain access to the necessary software and resources required for Short Course completion at the Student's own cost, and SPU will not be held liable for any consequences of the use of such software or resources. SPU does not sponsor or endorse, nor is SPU affiliated with, the entities responsible for such software and resources, and unless expressly stated otherwise, these are simply programs chosen for their global use patterns and effectiveness for the Short Course outcomes. SPU is not responsible for technical support for any external websites. If the Student has any queries relating to external websites, contact the support services of the relevant websites directly. SPU will not be liable for any costs, claims or damages that the Student may suffer as a result of the Student's use/misuse of, or failure to access, any external website. SPU may change the Short Course requirements for a particular Short Course at any time by advising the Student through the applicable online platform hosted by SPU for the purposes of the Short Course or by email to the Student's chosen email address.

3.10.7 Videos and live sessions (when applicable) are provided in some of the Short Course modules. These videos and live sessions act as tutorials and lectures for the topics covered in the specific modules and are compulsory unless otherwise stipulated. If the Student is using a slower internet connection, attempts to view these videos or live sessions may be difficult.

3.10.8 The Student's online platform hosted by SPU for the purposes of the Short Course can be accessed using the online platform hosted by SPU for the purposes of the Short Course, the link of which will be provided to the Student with the Student's registration. All Short Course-related documentation is provided in electronic format and can be accessed through the Student's online platform. Upon the Student's successful enrolment for a Short Course, a profile will be set up for the Student in the applicable online platform hosted by SPU for the purposes of the Short Course (or, if the Student already has a profile, the Student will use the Student's existing profile for the new Short Course). If the Student is suspended from participation in a Short Course (for non-payment of fees or any other valid reason), SPU may suspend access to the Student's profile on the applicable online platform hosted by SPU for the purposes of the Short Course. Please note that there may be some time delay between registration and activation of access to the online platform.

3.10.9 The Student acknowledges and agrees that from time to time, the SPU Website and/or the Student's online platform hosted by SPU for the purposes of the Short Course may be inaccessible or inoperable, by reason of one or more of the following:

3.10.9.1 Equipment malfunctions or faults;

3.10.9.2 Periodic maintenance procedures, downtime, or repairs that SPU may undertake from time to time; or

3.10.9.3 Causes beyond SPU's control, including, without limitation, interruption or failure of telecommunication or digital transmission links, government regulations, computer virus, attacks on the network and network congestion or other failures.

Such interruption to the accessibility of the SPU Website or applicable online platform hosted by SPU for the purposes of the Short Course will not be deemed a breach of this Agreement under any circumstances whatsoever and SPU will not, under any circumstances, be liable to the Student for any costs, claims or damages that the Student may sustain or suffer as a result of any interruption, inoperability or inaccessibility of the SPU Website and/or applicable online platform hosted by SPU for the purposes of the Short Course.

3.10.10 SPU will use commercially reasonable measures to secure SPU's system and the Student's profile in the online platform hosted by SPU for the purposes of the Short Course, and related information, however, SPU cannot guarantee that unauthorized third parties will not be able to defeat SPU's security measures. The Student undertake to notify SPU immediately of any compromise or unauthorized use of the Student's account.

4. LIMITATION OF LIABILITY

4.1 SPU will not, under any circumstances, be liable for any costs, claims, damages, or loss that the Student may sustain or suffer as a result of applying / registering for and/or participating in any Short Course (or other services offered by SPU) which is not relevant, suitable or does not meet the Student's requirements, and/or the requirements of any relevant industry or commercial body. Under no circumstances does SPU guarantee the Student's suitability for a particular Short Course based on the levels of difficulty. SPU cannot, under any circumstances, be held liable by the Student for any costs, claims, damages or loss, if after the completion of a Short Course the Student is not able to obtain employment or a promotion within the Student's chosen field of study, or attain any other outcome the Student may believe completing a Short Course will assist the Student to attain

4.2 With the exception of SPU's wilful misconduct, the Student agrees that SPU will not be liable for any cost, claims, damages, including, without limitation, indirect, special, penal, punitive, exemplary or consequential loss (such as loss of profits, business, goodwill, revenue or anticipated savings) or other

damages of any kind, penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts that the Student or any third party might suffer relating to or arising from these Terms, the Student's participation in a Short Course, or the termination of a Short Course, for any reason, whether or not anyone anticipated or should have anticipated that damages would occur. In no event will SPU's aggregate liability to the Student for any and all claims exceed the total amount of fees received by SPU from the Student in respect of the Short Course.

- 4.3 The Student acknowledges and agrees that the disclaimers and limitations of liability set forth in these Terms reflect a reasonable and fair allocation of risk between the Student and SPU, and that these limitations are an essential basis to SPU's ability to make services and Short Course available to the Student on an economically feasible basis.

5. INDEMNITY

Subject to any applicable laws, the Student agrees to indemnify and holds SPU harmless in respect of any claim that a third party might bring against SPU that relates to or arises from these Terms arising from the Student's registration for and / or participation in a Short Course. This indemnity includes claims arising from the Student's use of the online platform hosted by SPU for the purposes of the Short Course in a way that does not comply with these Terms or the unauthorized or prohibited access of the Student's profile by a third party. This indemnity also includes all liability or loss that SPU might suffer as a result of a claim, including legal costs on the highest permissible scale and any additional legal and collection costs.

6. INTELLECTUAL PROPERTY

- 6.1 Background Intellectual Property includes all Intellectual Property deemed to be relevant to the Agreement but already created, authored or developed before the commencement date of this Agreement, as well as all Intellectual Property created, authored or developed after the commencement date of this Agreement by either Party which does not fall within the scope of the definition of Foreground Intellectual Property.
- 6.2 Foreground Intellectual Property includes all Intellectual Property arising from or created, authored or developed as part of the execution of this Agreement, whether generated by either Party or the Parties jointly:
- 6.2.1 during and as part of the execution of and in the fulfilment of its obligations in terms of this Agreement; or
 - 6.2.2 directly related to the Agreement.
- 6.3 All Background Intellectual Property is and shall remain the exclusive property of the Party owning it (or, where applicable, the third party from whom its right to use the Background Intellectual Property has derived). All Intellectual Property associated with the course material or the Short Course offered by SPU, is owned absolutely by SPU. Background Intellectual Property shall be made available to the Parties solely for the purpose and only to the extent for which it is required in order to satisfy each Party's obligations in terms of this Agreement.
- 6.4 All Foreground Intellectual Property which is created as a result of this Agreement, shall vest in and be owned absolutely by SPU. SPU and the Student and / or the sponsor / employer of the Student, may jointly own Foreground Intellectual Property only if:
- 6.4.1 the private entity and/or the Student contributes resources to the development of the Foreground Intellectual Property. This will include but is not limited to relevant Background Intellectual Property;
 - 6.4.2 the private party and/or the Student participates actively and significantly in the creation of the Foreground Intellectual Property;
 - 6.4.3 SPU and the private entity and/or the Student concludes an agreement governing the commercialisation of the Foreground Intellectual Property;
 - 6.4.4 the creators of the Foreground Intellectual Property share in the benefits arising from the commercialisation/exploitation of the Foreground Intellectual Property.
- 6.5 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of either Party's Intellectual Property.

7. WARRANTIES AND DISCLAIMERS

To the extent permissible under applicable laws, all services, Short Courses and their content are provided "as is" without representations or warranties of any kind, whether express or implied, in respect thereof, and in particular, SPU makes no representations or warranties regarding the quality of the Short Course content or the fitness of the Short Course content for the purpose for which the Student acquired it.

8. BREACH

If the Student breaches these Terms and fails to remedy the breach within five (5) days after receiving a written notice, SPU may terminate the Student's participation in the Short Course for which the Student is registered, and the Student will not be entitled to a refund of any portion of the Short Course fees. SPU shall furthermore be entitled to immediately suspend the Student's access to the online platform hosted by SPU for the purposes of the Short Course in the event of a material breach of these Terms, as determined in SPU's sole discretion, pending an investigation into the relevant conduct.

9. PERSONAL INFORMATION

- 9.1 SPU is committed to the protection of personal data that is controlled by SPU as part of its' operations.
- 9.2 In terms of section:
- 9.2.1 11(1)(b) of the POPI Act, SPU is justified to process the Student's personal information as it is necessary for the performance of these Terms;
- 9.2.2 11(1)(d) of the POPI Act, SPU will be justified to process the Student's personal information as it may be necessary to protect a legitimate interest of the Student;
- 9.2.3 11(1)(f) of the POPI Act, SPU will be justified to process the Student's personal information as it may be necessary to protect a legitimate interest of SPU.
- 9.3 The Student hereby consents to SPU processing the Student's personal information by SPU for any reason pursuant to the Student's application, registration, completing or otherwise associated with a Short Course, which is not covered in terms of the grounds for justification for processing of personal information detailed in clause 19.2 above.
- 9.4 The Student herewith specifically consents that SPU may share the results of the Student's Short Course with any sponsor and/or employer who has paid the Student's expenses in respect of the Short Course.

10. COMPLAINTS

- 10.1 Whether it is positive or negative, SPU encourages feedback from Students. Where this feedback is a complaint about SPU's Short Course, product or service offering, or SPU's conduct or any other matter related to a Short Course offered by SPU, SPU is committed to addressing the complaint in a timely and appropriate manner.
- 10.2 Should the Student wish to lodge a complaint, the Student is required to submit this through the SPU Representative. SPU will strive to ensure that anyone giving feedback is treated with the utmost courtesy and respect, and in return, SPU expects that anyone giving feedback or making a complaint will do so in a fair and appropriate manner. Where SPU determine that a complaint is abusive, unreasonable, or the Student is unreasonably pursuing a complaint that has previously been investigated, SPU reserve SPU's rights in relation to SPU's response, and in particular, may elect not to pursue the procedure set out below.
- 10.3 Once a complaint has been lodged, SPU will investigate and attempt to address the matter in question. At this stage, the Student may be required to provide supporting documentation or other evidence that may be relevant. SPU will endeavour to address complaints within ten (10) working days (although this may not always be possible depending on the nature and severity of the complaint). In all cases, SPU will maintain open channels of communication and provide feedback or updates on the progress of the investigation. If a complaint cannot be addressed at its first stage, the matter will be regarded as a dispute.

11. DISPUTE RESOLUTION

- 11.1 The Parties will negotiate in good faith to resolve any disputes that may arise out of this Contract. Within a period of 14 days after the date on which the dispute arose (the Dispute Date) the Parties will meet to discuss the dispute and will endeavour to resolve the dispute amicably. Each Party undertakes at such meeting to make full disclosure to the other of all information and records relating to the dispute.
- 11.2 If the Parties are unable to resolve the dispute amicably within 30 days from the Dispute Date, either Party may refer the dispute to SPU's Vice-Chancellor or a Deputy Vice-Chancellor or their duly appointed representatives, who will use their best endeavours to resolve the dispute. Their determination will be final and binding and will be carried into effect by the Parties.
- 11.3 If the individuals described above fail to resolve the dispute within a period of 30 days after it has been referred to them, either Party will be entitled to refer the dispute for adjudication by a process of mediation/arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa (or its successor in title) ("AFSA") by a mediator and arbitrator agreed to in writing by the Parties or, failing such agreement within seven days after it is requested by either Party, appointed by AFSA. The Parties agree that there shall be a right of appeal and review to the Northern Cape High Court and/or the Supreme Court of Appeal, in respect of any arbitration award in terms of this clause.
- 11.4 Each party to this Contract:
- 11.4.1 expressly consents to any mediation/arbitration in terms of the aforesaid rules being conducted as a matter of urgency; and;
- 11.4.2 irrevocably authorises the other to apply, on behalf of all parties to such dispute, in writing, to the secretariat of AFSA in terms of article 23(1) of the aforesaid rules for any such arbitration to be conducted on an urgent basis.

11.4.3 If AFSA no longer exists then the arbitrator shall be appointed by the President for the time being of the Law Society of the Northern Provinces of South Africa and the arbitration shall be conducted in accordance with the Arbitration Act No. 42 of 1965. Nothing in this section will restrict SPU's right to apply to a competent court for relief should SPU's intellectual property rights be violated or threatened, or where otherwise appropriate to obtain urgent, injunctive or equitable relief.

12. GENERAL

- 12.1 These Terms constitute a binding contract between the Student and SPU from the moment the Student applies for a Short Course.
- 12.2 These Terms, together with the rules, regulations, policies and procedures of SPU as amended from time to time as referred to in clause 3.8 above, shall constitute the entire agreement between the Student and SPU concerning the Student's registration for and participation in a Short Course.
- 12.3 SPU reserves the right to revise these Terms (including Policies) at SPU's sole discretion from time to time. These revisions will become effective immediately on being posted to the Website or any other online platform hosted by SPU for the purposes of the Short Course. However, for all material changes to the Terms, SPU will take reasonable steps to notify the Student of such changes if the Student is registered for a Short Course at the time when such changes come into effect.
- 12.4 If any aspect of these Terms conflicts with any information provided on SPU's Website or in information packs or other course materials, these Terms will prevail unless expressly stated otherwise.
- 12.5 In the event that any part of these Terms is found to be partially or fully unenforceable, this will not affect the application or enforceability of the remainder of these Terms.
- 12.6 These Terms, and any rights and licenses granted hereunder, may not be transferred, delegated or assigned by the Student, but may be delegated or assigned by SPU without restriction.
- 12.7 If SPU chooses not to enforce any part of these Terms, this does not mean that SPU cannot do so at a later time. No waiver of any term shall be deemed a further or continuing waiver of such term.
- 12.8 SPU chooses as its *domicilium citandi et executandi* for all purposes arising here:
Sol Plaatje University
Centre for Continuous Development
Luka Jantjie House
Chapel street
Kimberley
8301
Attention: Prof Andrew Crouch
Email: andrew.crouch@spu.ac.za

I, (full names and surname) with ID number Of (physical address), being the Student and/or the parent / legal guardian of the Student, hereby certify that the information provided above is accurate and complete in all respects and agree to be bound by them. I further:

- (a) confirm that, I the Student and/or the parent / legal guardian of the Student, have read and understood the Terms, and understand and agree to abide by such Terms including without limitation all policies, rules, regulations and procedures of SPU.
- (b) confirm that I, the Student and/or the parent / legal guardian of the Student, have provided accurate information as part of my application / registration.
- (c) consent to the processing of my personal information for the purposes pertaining to my application and/or registration at SPU.
- (d) acknowledge that SPU does not accept responsibility for damage or loss in respect of property of the Student or in respect of property brought onto University premises by the Student.
- (e) hereby indemnify SPU in respect of any damage caused by the Student to University property or to the property of third parties, whether on or off the premises of SPU, as a result of the Student's actions either while on SPU premises or while engaged in any activity related to SPU.
- (f) certify that the information provided in this form and all supporting documentation is accurate and acknowledge that any false information may result in disciplinary proceedings being taken against the Student.
- (g) declare that I have furnished SPU with all the information required to make an informed decision about my admission.
- (h) undertake unconditionally to pay all fees, charges and equipment surcharges payable to SPU as they fall due for payment, for any period for which I am or may become a registered Student or the Student is or may become a registered Student of SPU.

Signed at on this day of 20

.....
SIGNATURE: STUDENT

.....
SIGNATURE: PARENT / LEGAL GUARDIAN

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WITNESS

.....
WITNESS