



GENERAL CONDITIONS OF REGISTRATION & STUDY CONTRACT

Document Number: 3

THE MEANING OF THE TERMS WE USE.

The words "WE" or "US" or "OUR" mean "Speciss College" which is the trading name of Speciss (Private) Limited, a company which operates according to the laws of the Republic of Zimbabwe.

The word "SPONSOR" means the person who is responsible for payment of the fees and who may or may not be the same person as the student.

The word "STUDENT" means the person who is registered at Speciss College to receive tuition or training and who may or may not be the same person as the Sponsor.

The word "YOU" means the Sponsor.

The words "HIM" or "HE" or "HIS" as they apply to the student, should be read as "HER" or "SHE" or "HERS" if the student is female.

The words "CONFIRMATION OF REGISTRATION" mean the schedule containing details of the student's registration which has been signed by both the Sponsor and Speciss College and to which this contract is attached.

The word "QUALIFICATION" as it applies to a student, means a course of study or training. The qualification consists of one or more subjects.

The words "CLASS' PERIOD OF STUDY" means the period of time during which the class, of which the student is a member, is scheduled to study the qualification.

The words "STUDENT'S PERIOD OF STUDY" mean the period of time during which the student is registered to study for a qualification. If the student commences studies later than his class, or completes his studies earlier than his class, his period of study is different from the class' period of study.

The word "INSTALMENT" means a portion of the fee for a qualification that is due for payment by the Sponsor and is identified by its due date and amount. If the student is, at any time, registered for more than one qualification, then the word "instalment" means the combined value of all the instalments, for all the qualifications, which may be due on a particular date.

The words "FUTURE INSTALMENTS" mean the instalments due for payment at a future date.

The word "EDUCATION" should be read as "EDUCATION AND/OR TRAINING".

You have asked us to register the student for one or more qualifications. We have accepted your request and you and we agree that this contract details your and our rights and obligations to each other.

1. The purpose of this registration is the education of the student.
2. You state that you have the student's agreement to register him and also that you have his agreement to represent him so far as his dealings with us are concerned. We will, therefore, communicate any issue relating to this contract to you or to the student and it is your responsibility to make sure that you inform the student and that the student informs you.
3. On the Confirmation of Registration we have entered:
 - 3.1. Your addresses and other personal details and you agree to inform us in writing if these change.
 - 3.2. The names of the student, the names of the qualifications he has registered for on that date, and the start and end date of the student's period of study for each of these qualifications.
 - 3.3. The total fee payable for each qualification, which is due for payment to us on the day the Confirmation of Registration, is issued. If we list on the Confirmation of Registration an instalment payment plan, we do this for your convenience and to assist you with payment of the fees. In this case we will record the amount of each instalment and the date by which it must be paid to us. You have the option of either paying the full fee or paying us according to that instalment plan.
 - 3.4. The Document Number of this contract for the purposes of identification.
4. You agree that on accepting your request to register the student we are giving you the following undertakings, which are your rights.
 - 4.1. We will allocate a place for the student in the appropriate classes for his exclusive use and we are not allowed to give his place to a different student unless this contract is cancelled as a result of any of the reasons detailed below.
 - 4.2. We will provide the appropriate classrooms, furniture, equipment and certain other resources that are necessary to teach or train the student. When we do not provide something we will inform you and request that you supply it.
 - 4.3. We will continue to provide tuition or training until the end of the class' period of study unless this contract is cancelled as a result of any of the reasons detailed below.
 - 4.4. We will provide an appropriately qualified tutor, lecturer or trainer for each of the subjects.
 - 4.5. We will ensure that the syllabus for each subject will be completed during the class' period of study.

- 4.6. We will ensure that, where applicable, the tutor, lecturer or trainer will set the appropriate assignments, mark them and hand them back to the students.
 - 4.7. We will ensure that, where applicable, periodic written reports will be posted to you, or handed to the student, informing you of his progress.
 - 4.8. We will provide the necessary supervision and guidance to the tutor, lecturer or trainer.
 - 4.9. We will provide the student with his timetable showing the days, times and duration of lessons and college holidays if any.
 - 4.10. If any scheduled lessons have not taken place, because of the absence of a tutor, lecturer or trainer or for any other reason, and the subject's syllabus cannot be completed before the end of the class' period of study, we will arrange additional lessons for the class to complete that syllabus.
 - 4.10.1. If scheduled lessons are cancelled as a result of a strike, labour unrest, acts of God, or other circumstances not under our direct control we will endeavour to complete the syllabus, or at least the critical aspects of it, but we cannot be held responsible if this is not possible.
 - 4.11. We will provide essential personnel with the qualifications and experience to assist the student with administrative issues related to his study or training and to be available to communicate with you on these matters.
 - 4.12. We will provide personnel to advise the student and you on examination entries, should such advice be requested.
 - 4.13. We will provide administration facilities to manage your account and each month we will deliver, (either by issue to the student or for collection by the student, or by posting or emailing to you), your statement of account.
 - 4.14. You may cancel the remainder of any qualification, at any time, by giving us written notice and by paying us in one lump sum any money, which is due but unpaid by you at the time, including interest, plus the next two future instalments for that qualification. If only one future instalment is due then you will pay that one. If you have paid the full fee we will refund you proportionately.
 - 4.15. On production by you, or your representative, of documentary evidence that any of the following events has taken place we will cancel the remainder of all qualifications and you will not pay any future instalments, or if you have paid the full fee we will make a proportional refund. If we receive this information within thirty days from the date the event has taken place we will cancel the remainder of all qualifications as from the date of the event. If we receive this information after thirty days of the event we will cancel the remainder of all qualifications as from the date we receive your notification.
 - 4.15.1. Death or physical incapacitation of the student.
 - 4.15.2. Your death or physical incapacitation.
 - 4.15.3. The student is hospitalised, at a state-registered hospital, for more than thirty consecutive days.
 - 4.15.4. The student receives a pass at the same subject/s of the same qualification he is registered to study with us.
 - 4.16. If you believe that we are failing to deliver our undertakings to you, and provided you have delivered your undertakings to us, you may write to our Director of Studies of the department in which the student is registered. Personally hand him two copies of your letter, or have them delivered to him by your representative. He will sign one copy as your receipt and give it back to you. We will carefully investigate and evaluate the contents of your letter, and within fourteen days reply to you in writing and take action to correct our failing if we are in the wrong.
 - 4.16.1. You accept our expertise in education and you agree that if at any time you do not concur with our education or our administration methods, or our advice, or our timetable, this cannot be taken to mean that we have failed to deliver our undertakings to you.
 - 4.16.2. If we have failed to meet our undertakings and we do not take action to correct it within fourteen days and if our failing has prejudiced the purpose of the student's registration, which is his education, then with your agreement, we will cancel the remainder of all qualifications. The cancellation will be as from the date we received your letter and you will not have to pay any future instalments or if you have paid the full fee we will make a proportional refund.
 - 4.17. If you consider that a decision, made by our staff, is unacceptable to you, you may appeal against that decision to any or all of the following:-
 - 4.17.1. Our Director of Studies of the department in which the student is studying.
 - 4.17.2. Our Campus Director of the campus at which the student is studying.
 - 4.17.3. Our Managing Director.
 - 4.17.4. Our Board of Directors.
 - 4.18. If you ask us to register the student for new or additional qualifications and if we accept your request, we will issue for your signature a new Confirmation of Registration. We will number each Confirmation of Registration with a unique number.
5. You agree that you have the following obligations to us which are our rights:
 - 5.1. Because you accept our expertise in education you give us your authority to make the necessary decisions on the time, location, frequency, resources, personnel and methods of tuition, on the advice and guidance we may give to you or to the student and on the venues and timetables for examinations. You agree that you will accept these decisions.
 - 5.2. You will ensure that the student attends classes punctually, does his class work and completes his assignments on time. You agree that if the student is more than five minutes late for a lesson he will be refused entry, because his late arrival is disruptive to the tutor and to the other students.

- 5.3. You agree that because we have reserved for the student a place in the appropriate classes, which we are not allowed to allocate to any other person, we will suffer a loss if you do not pay us. For this reason you agree that you will pay us all amounts due, irrespective of whether or not the student attends classes or continues to use our other facilities and resources.
- 5.4. You will pay the total fees or the instalments in full on or before the day they are due for payment. You agree to pay us interest on any amount you have not paid us when it was due. The rate of the interest will be 3% more than the prime overdraft rate of Barclays Bank of Zimbabwe Limited.
- 5.4.1. Your payments will be used to offset your instalments progressively in the order of their oldest due date and their smallest value. When there are two or more instalments with the same due date and value, offsetting will be done at random.
- 5.4.2. If you do not pay us the total fees or the first instalment on or before the day payment is due, we may cancel all qualifications and allocate our facilities and resources to a different student.
- 5.5. You will ensure that the student behaves in a decent, orderly and civil manner at all times when he is at our premises and that he does nothing which may in any way interfere with or prejudice our rights, or the rights of other students or those of our staff.
- 5.5.1. If we find the student's behaviour unacceptable we may suspend the student for a period of not more than twenty-one days. You will have fourteen days from the date the student was first suspended to advise us of what appropriate action you propose to take. If we do not accept that your action will remedy the situation or if the student's unacceptable behaviour continues, then we shall cancel the remainder of all qualifications and you shall pay us in one lump sum any money, which is due but unpaid by you at the time, including interest, plus the next two future instalments for the cancelled qualification/s. If only one future instalment is due then you will pay that one. If you have paid the full fee we will refund you proportionately. Furthermore we may report the matter to the authorities.
- 5.6. You are responsible for any damage or loss caused by the student to our property or to the property of other students or that of our staff and you will refund us in full for such damage or loss.
- 5.7. You agree that we are not responsible for loss or damage to the property of the student for whatever reason.
- 5.8. You will ensure that the student registers for public examinations, and when necessary, with professional institutions and you will pay the necessary fees for these registrations.
- 5.8.1. You agree that we are not responsible for the failure of the student to register for, write or pass examinations.
- 5.9. You will ensure, at your cost, that the student has available for his use the necessary textbooks, lecture notes, stationery and any other teaching equipment or consumables which are required and which are not supplied by us.
- 5.10. You agree that we may change our timetable from time to time.
- 5.11. You agree that we are allowed to use the student's name, photograph, examination results and class performance record on our promotional material.
- 5.12. You agree that we are allowed to disclose the student's examination results, behaviour, class performance and other relevant information to his current and prospective employers, and to other educational institutions.
- 5.13. You agree that we will not disclose the student's examination results to you or to the student until you have paid us any money that is due but unpaid.
- 5.14. You agree that if you have not paid us any money, which is due for payment, we may exclude the student from his classes until we receive payment of the total amount due to us.
- 5.15. You agree that if you owe us money for thirty-five days or longer we may cancel the remainder of all qualifications. If we do this we will:
- 5.15.1. Stop the student from attending classes in all qualifications and refuse to register him again in any of our campuses.
- 5.15.2. Refuse to accept you as a Sponsor of any other student.
- 5.15.3. Recover from you in one lump sum the total amount due but unpaid including interest and including the next two future instalments for all qualifications. If only one future instalment is due then you will pay that one.
- 5.15.4. If you refuse to pay this amount we will take you to court and you may also have to pay our costs and collection commissions.
- 5.16. You agree that you will refund us in full any expenditure we may incur if we instruct agents to collect any amounts not paid by you when due for payment and this expenditure will include collection commissions, lawyer and client charges and tracing fees.
- 5.17. We may, at any time, cancel one or more subjects and/or qualifications for which the student is registered, stop teaching him and you will not pay any future instalments. If you have paid the full fee we will refund you proportionately.
- 5.18. We may increase our fees during the student's period of study. When we do that we will endeavour to give you as much notice as is practicably possible but you accept that this is not always feasible or practical in an environment of high inflation.
- 5.19. You will make all payments to our cashiers who will issue you with an official receipt. You agree that we will not be held responsible for moneys paid or handed over to any other member of our staff or person for any reason.
- 5.20. Whilst we take every reasonable care and precaution to reduce the possibility of injury or death to the student when he is at our premises or attends official Speciss sporting or social functions or excursions or field trips or any other college activity or lesson, we do not accept responsibility or liability of any kind if such injury or death takes place for any reason whatsoever and you have agreed to indemnify us, and our staff and our contractors from such liability.

6. Both you and we agree that:
- 6.1. If, at any stage, you exercise leniency in enforcing your rights according to this contract it does not mean that you will do it again. The same applies to us.
 - 6.2. Neither you nor we have made any promises or given any undertakings of any kind to the other, except those included in this contract.
 - 6.3. All correspondence posted to your address shall be presumed to have been received by you within five days from the date of posting. All correspondence handed over to the student or emailed to the email address you have given us shall be presumed to have been received by you the following day.
 - 6.4. From time to time we will make an announcement by placing notices on the notice boards of the campus, requesting students to collect correspondence from a central point. In this instance such correspondence shall be presumed to have been received by you within seven days from the date of on which the notice was first displayed.
 - 6.5. Our employees do not have the authority to change anything in this contract or to exercise leniency in the way it may be applied. If you wish to make such a request you must address it in writing to our Board of Directors.
 - 6.6. For the purpose of any legal proceedings resulting from this contact, you and we, by signing this contract, give written consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction, irrespective of the fact that such proceedings may otherwise be beyond its jurisdiction.
 - 6.7. If any provision of this contract is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of its other provisions will not be affected.
 - 6.8. The student has the same rights and obligations as you have.
 - 6.9. On the Confirmation of Registration we have attached a copy of this contract. We have done this to make it possible for you to study and understand all its terms and conditions, at your own time and without feeling rushed or pressurised. Should you find any of its terms unacceptable you may, as detailed below, instruct us in writing to cancel the relevant registration. On the other hand if you decide not to exercise your right to make this cancellation, then you confirm your and the student's intention to proceed with the course of study and you confirm your full agreement to all the terms and conditions of this contract.
 - 6.9.1. Your letter of cancellation in terms of this clause must be addressed to our Director of Studies of the campus and department in which the student is registered. Personally hand him two copies of your letter, or have them delivered to him by your representative. He will sign and date one copy and give it back to you as your receipt.
 - 6.9.2. If we receive your letter of cancellation, as detailed above, within three working days from the date you signed the relevant Confirmation of Registration, then we will cancel the pertinent qualifications and you will not have to make any payment to us. If you have paid us we will refund you in full.

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