

AGREEMENT ENTERED INTO BY AND BETWEEN THE OPEN WINDOW (Pty) Ltd
(hereinafter referred to as "the School") and

NAME OF STUDENT
(hereinafter referred to as "the Student")

1 acceptance

1.1 The right of admittance to the School is reserved. The School has the right to limit the number

2 liability

2.1 The student hereby accepts liability for the honouring of all obligations rested on him/her by this agreement, including the payment of all study, class or other fees that may be

3 contractual competence

- 3.1 If the student is under age, this agreement is entered into with the assistance, knowledge and permission of his/her parents and/or legal guardians and this agreement is signed by such persons.
- 3.2 If a student discontinues the course or does not complete the course for whatsoever reason, he/she is still liable for the payment of the full course fee and all outstanding payments, if any, will be claimable and payable and no fees already paid to the School by the student will be refundable.**
- 3.3 If any payment of a debit order is partially stopped by the student or the account holder, the student will also immediately become liable for payment of the full balance of the course fee and all outstanding payments will immediately be claimable and payable.**
- 3.4 The course fee does not include any software programs and the student him/herself will be responsible for the purchase thereof.
- 3.5 If any payment by the student to the School is payable and such payment is not made in time and in agreement with these terms and conditions of the agreement, the School will be entitled to immediately issue summons without further notice or reminder and to refuse further attendance of the course by the student.
- 3.6 The student will be liable for the payment of interest on the amount due at a rate equal to 2% more than the prime rate. Interest will be payable from the date on which the amount became due until the date on which it is finally paid.
- 3.7 The School **reserves the right not to make available or issue any results, certificates, diplomas or degrees** to any student if the student does not make all payments in accordance with the terms and conditions of the agreement, or if there are any fees owed to the School by the student.
- 3.8 The student will be liable to pay all costs incurred by the School to collect any fees, on the scale of attorney and own client, together with collection commission of 10% per instalment on each instalment that is collected, and if the School must make use of the services of investigation agents in order to locate the student, the student will also be liable for the costs of the investigation agent.

4 indemnities

- 4.1 The student hereby indemnifies the School, its personnel, employees, officials, representatives or agents against liability for all claims of whatever nature that the student may have as a result of any occurrence, incident, accident, injury, illness or death, however it occurred and that arises from the attendance of the course, any excursion, practical class or transport during the student's studies at the School. The student attends the course and uses all equipment, materials and other items at own risk and hereby voluntarily accepts the risk incidental thereto.
- 4.2 The student indemnifies the School against any liability for damage or loss of any article that is brought to the School by the student.

5 damage

5.1 The student is liable for all damage that he/she causes to the property of the School in whatever way. The student must compensate the School for damage that is thus caused within 30 days after an account was rendered to the student. For want of this, the School will have the right to refuse any attendance of the course by the student and to take legal steps against the student in order to recover the damage caused by the student.

6 general

- 6.1 No amendment, cancellation, respite, variation or addition hereto will have any legal force or be binding on the parties if it does not occur in writing and is not signed by the parties or their authorised representatives.
- 6.2 No grace, relaxation or respite that the School may extend to the student will in any respect adversely affect or refrain the School from the prospective enforcement of any of its rights or obligations.
- 6.3 For purposes of this agreement any reference to the student wherever it may be applicable, will also be a reference to the parent(s), guardian or surety and any undertaking, obligation or indemnity by the student is as valid and enforceable against the parent(s), guardian or surety of such student as if such an undertaking, obligation or indemnity was granted by the parent(s), guardian or surety of the student, where such student is assisted by his/her parent(s), or guardian or where a person binds him/herself as surety on behalf of the student.

7 domicilium

7.1 The student hereby chooses as *domicilium citandi et executandi* for the purpose of all pleadings to be served in pursuance of this agreement, the address on the registration form and the postal address as the address where correspondence can be sent to the student by the School. In case of a change of address, the student undertakes to give the School

SIGNED at _____ on this _____ day of _____ 20 _____

THE OPEN WINDOW SCHOOL OF VISUAL COMMUNICATION

STUDENT

PARENT/GUARDIAN/COMPANY

WITNESS 1

WITNESS 2