

REGISTRATION AGREEMENT

DEFINITION OF TERMS USED IN THIS AGREEMENT

- **Academic Programme**

Open Window's qualification curricula that, upon successful completion, leads to the awarding of an accredited certificate or degree recognised by South African statutory governing bodies (CHE, DHET, SAQA, etc).

- **Academic Year**

The period of the year during which students attend lectures/workshops or any other learning programme/s. The Open Window's academic year is comprised of 4 terms. A term is generally 8 weeks in duration. Student holidays are separate from the 8 week term.

- **Amendment**

Any change pertaining to a Student's registration. This may be personal information, subjects changes, elective choices, study modules, selected qualifications or other.

- **Application Fee**

A non-refundable fee paid to initiate an application to study at Open Window.

- **Assessment**

The methods and tools used to evaluate, measure and document the academic readiness, learning progress, skills acquisition, or educational status of students.

- **Accepted**

A prospective student who went through selection process and has met the requirements of entry into Open Window's academic programmes.

- **Cancellation**

The termination of a subject, elective, module, qualification for which the Student has been registered within an active academic year.

- **Closing Dates**

Dates upon which Students are able to register at Open Window. It is important to note that no registrations will be processed electronically during Open Window's annual shut down period in December.

- **Education Services**

The facilitation of learning and skills development through assessment to registered Students of Open Window's qualification programmes.

- **Elective/Module**

A course applicable to a qualification. Electives support the intended field of specialisation. Electives are shorter in duration and typically run for 1 term (8 weeks).

- **Full Settlement**

This refers to full settlement of the total tuition applicable to an academic year. It is important to note that if this payment option is selected and full payment is not made by the due date, the Student will not receive their timetable. Final date for full settlement of tuition fees is 31 January.

- **Illness**

A physical ailment, disease or period of sickness which renders the Student incapable of attending classes and/or affects the Student's ability to study.

- **Late Registration**

A Student Registration that occurs less than 2 weeks before classes commence.

- **Medical Evidence**

This is required in writing on an official medical certificate and signed by a registered medical practitioner. This practitioner must be certified to diagnose and treat patients and must be registered with a professional council established by an Act of Parliament. Open Window will not accept as valid a certificate that merely states that the practitioner "saw the patient" or "was informed by the patient". The practitioner must declare that it is his/her professional opinion that the Student is/was unable to attend class as a result of a specified illness or injury. The practitioner must also state clearly the duration and dates (inclusive) on which the Student will be absent/incapacitated.

- **Medical Postponement**

This refers to the postponement of a Student's studies during an active academic year due to medical reasons which have been accepted as valid by the Registration Board. Studies which are postponed in a current academic year are to be recommenced in the following academic year. Any financial credit as a result of a medical postponement will not be refunded.

- **Medical Practitioner**

The Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974) defines a medical practitioner as a person entitled to practise as a medical practitioner in terms of section 17 of said Act. *Furthermore, the Act lists the following professionals to be medical practitioners:*

- + Medical practitioners (Doctor with MBChB degree) that are registered with the Health Professions Council of South Africa.
- + Dentists that are registered with the Health Professions Council of South Africa.
- + Psychologists with a Masters Degree in Educational, Counselling or Clinical Psychology that are registered with the Health Professions Council of South Africa.

- **OW Campus**

Open Window's Centurion campus situated at 1297 John Vorster Drive, Southdowns Irene.

- **Payment Options**

Open Window has only 2 payment options:

- + Full Settlement of the programme fee before classes commence or
- + Monthly Instalments via 10 consecutive monthly Debit Order instalments.

- **Proof of Registration**

As issued by the Registrar, this non-financial document serves as confirmation of the Student's registration for a specific academic year. Selected subjects and electives are listed on this document. The issuance of this document leads to the generation of an fee invoice detailed on the debtor's account at Open Window.

- **Provisionally Approved**

This indicates a Student's conditional approval to study at Open Window. If all necessary conditions are subsequently not met, the provisional approval status lapses.

- **Provisionally Registered**

This refers to a Student's conditional registration. In the event that all outstanding conditions necessary for the finalisation of the Student's registration are not met, Open Window reserves the right to terminate the provisional registration. In addition if the Student does not comply with all the outstanding conditions timeously, the provisional registration status lapses.

- **Registration Fee**

The compulsory, non-refundable fee payable to begin a Student's registration process. This amount is then deducted from the total tuition fees applicable to an academic year upon successful registration.

- **Statement**

A Student's financial statement lists any invoices that have not yet been paid as well as the amounts paid to date. The statement also details all outstanding amounts still to be paid within the specified period (i.e the academic year).

- **Subject**

A specific body of theory applicable to a programme or qualification (i.e field of specialisation). Subjects usually cover a full academic year. Subjects carry the highest credit weighting on the National Qualifications Framework (NQF).

- **Subject Credits**

Subjects credits are a measure of the notional hours or learning time that it would take an average student to complete the prescribed outcomes of a course. This includes class contact time, structured learning, workplace learning, assessment and self-study. 1 credit is equivalent to 10 notional hours.

- **Terms**

The academic year at Open Window comprises 4 terms of 9 weeks of classes held per term.

- **Working Days**

Any day (other than Saturdays, Sundays or legal/public holidays) on which legal business is conducted at Open Window.

1. GENERAL AGREEMENT

1.1 This Registration Agreement ("Agreement") is concluded between Open Window (Pty) Limited t/a The Open Window ("OW"), the provider of Education Services, the purchaser of Education Services ("Client") and User of Education Services ("Student").

1.2 The Registration Agreement and Student Code of Conduct are legally binding and enforceable throughout the duration of enrolment for any of OW's qualifications.

1.3 OW is registered with the Department of Higher Education and Training as a private higher education institution, with its qualifications tendered within the parameter of Education Services and accredited and registered with SAQA.

1.4 The Client and the Student has read and understood the detail of the Education Services offered by OW and applied to OW for enrolment. If accepted and enrolled with OW, the Client and the Student shall ensure that the Student is registered for the correct intended Education Service, especially taking into consideration the financial implication of the enrolment and the penalties applicable to any cancellations/amendments of the rendering of Education Services.

1.5 Both the Client and the Student fully understand and accept that availability of Education Services is limited in respect of each academic programme and that registration in respect of each academic programme is required to be done timeously, with the availability in respect thereof at the sole discretion of OW.

1.6 The Client and the Student are fully aware of the closing dates for enrolment for Education Services and the non-refundable registration fees payable upon registration.

1.7 Registrations require an academic and financial approval process, to which the Client/Student consents, with the registration only to be completed upon receipt of confirmation from OW that the Student will become a Student. OW shall, in the process, be entitled to verify all presented qualifications.

1.8 The Client/Student warrants that:

- + all information provided to OW is true and correct,
- + copies provided are copies of an original document,
- + additional documentation provided is true, correct and copies of the original thereof,
- + they are acquainted with the academic curriculum, its requirements and pre-requisite qualifications,
- + the Student shall comply with practical or internship requirements

+ if the Student is not a South African citizen, that he/she shall be in possession of a valid study permit/visa (valid on the date of registration, for the full duration of the curriculum until the day of the estimated completion of studies).

1.9 Should the Client/Student falsely claim/present to be in possession of a qualification/requisite entry requirement/visa, the Student will automatically be deregistered by OW without repayment or any claim in respect of repayment of fees.

1.10 Should any fraudulent documentation be submitted and OW incurs costs or suffers damages as a result thereof, OW retains the right to recover all such costs incurred, all of which the Client and the Student tenders to pay. OW absolves itself from any claim where a qualification is not recognised by an education regulator or prospective employer. The Client/Student hereby indemnifies OW in respect of any such falsified claims.

1.11 OW may, at its sole discretion, register a prospective Student without evidence of previous qualifications, pending receipt of the required documentation/documentary proof, but should the required documentation/documentary proof not be received by OW within thirty (30) days of date of registration, any such registration may forthwith be cancelled, with the Client/Student remaining financially liable to OW for all costs incurred (to be determined in the sole discretion of OW) plus a penalty to be determined by OW, limited to the fee applicable to the academic programme enrolled for by the Student.

1.12 The proof of registration and timetable issued by OW is final and constitutes a contractual commitment by the Client/Student to pay for and attend the classes as per the stipulated timeslots.

1.13 Students having been provisionally approved on their interim grades and having enrolled for a degree qualification, but not having met the prescribed requirement, will be transferred to a lower level academic programme, for example a diploma/certificate (if available) or if the Student selects an alternative qualification, the availability of these academic programmes will be subject to the physical class space, resources and provisions available.

1.14 Subject credits applicable to any academic programme may be applied for within the guidelines set by OW and awarded within the sole discretion of OW, all of which are subject to the payment of the prescribed fees applicable in respect of any particular academic programme enrolled for.

1.15 Should the Student have enrolled for a one/two/three year qualification, but only completed part of the programme, no qualification will be issued.

1.16 All services, including Education Services rendered by OW, subsequent to registration, will be subject to OW's terms and conditions, rules and regulations, which, together with the Student Code of Conduct, are available on OW's website, in the Yearbook and on the written request of the Client/Student. All requests for the terms and conditions/rules and regulations/Student Code of Conduct or information otherwise required, may be directed to the Registrar of OW either electronically by e-mailing registrar@openwindow.co.za or by hand to the Registrar of OW at the OW Campus. It is and remains the Client/Student's obligation and responsibility to familiarise him/herself with these terms and conditions/rules and regulations and Student Code of Conduct. The Student undertakes to at all times adhere to rules and regulations applicable on and within OW and undertakes not to contravene any of such rules and regulations

1.17 OW reserves the right to update and to amend its Student Code of Conduct and regulations. Clients/Students are encouraged to check the OW website regularly. The terms and conditions recorded in this Agreement shall be governed and interpreted in accordance with the Laws of the Republic of South Africa.

1.18 The Client/Student accepts the right of OW to summarily terminate the Student's academic programme in expelling her/him from OW, should the Client/Student breach any of the undertakings, rules and regulations or by any disciplinary action taken. The Client/Student understands that, should such an event occur, the Client/Student shall be liable for full payment of the annual academic programme.

1.19 OW does not provide any transport to and from the OW Campus, no accommodation for the Student, no food and beverages or any entrance fees relating to official excursions or social events. (A cafeteria is situated on the OW Campus and is to be used at the own Student's risk.)

1.20 In the case of any circumstance or extra-ordinary event beyond OW's control, such as war, strike, riot, crime or act of God (example, floods, pandemic), OW is entitled to suspend lectures and temporarily close its Campus or any portion affected thereby. In this event, neither the Client nor the Student shall by the reason of such suspension or closure be entitled to terminate this Agreement or claim a refund of fees paid or a reduction on fees payable or any compensation from OW. OW will as soon as possible, transfer Students to other premises or repair the existing premises to continue with academic programmes, with OW reserving the right to present academic programmes during evenings and/or weekends.

1.21 The Client/Student acknowledges that the Student may be exposed to risks in the event of induction, workshops, training, field trips, camps, physical sport activities, travelling and/or the like.

The Client and the Student hereby waive all claims against OW, its owners, directors, representatives, shareholders and employees for any damages or loss suffered while the Student is, or as a result of being, a Student of OW, resulting in death, mental harm or arising from physical injury or illness suffered by the Student or any other person. Such consequences include any loss, destruction of or damage to any property belonging to the Student or of any other person however the damage or loss is caused by, but not limited to, the negligence of OW or any of its officials, employees, representatives, directors or shareholders. OW, its employees, directors, representatives, service providers and/or shareholders will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profit or data, any delays whether in an action in contract or depict, arising out of the use of OW educational programmes, study material and/or both.

1.22 OW is not responsible for the arrangement of any medical assistance to any Student, without any liability to OW in respect of the rendering/non-rendering of medical services.

1.23 To the extent that any Student suspects that he/she has any contagious disease, the Student must without delay get medical assistance. The Student must under these circumstances, remove her/himself from the OW Campus to take all necessary steps to ensure that no other students are affected. Should the Student fail to take these steps, OW reserves the right to remove the Student from Campus. In either event, the Client/Student will be held responsible for any claims that are made against OW, against which claims the Client/Student indemnifies/exonerates OW.

1.24 It is specifically recorded and agreed by the Client/Student that all intellectual property rights whatsoever, whether capable of registration or not, including but not limited to OW's name, trading name, educational programme, study material, logo and/or imagery shall remain the sole property of OW. The Client acknowledges and agrees to be liable for a penalty of R 500 000 (five hundred thousand rand) if it is found that the study material of OW under his/her supervision has been copied or reproduced for purposes of resale or re-appropriation by another education provider. If the damage and expenses occurred by OW exceed the total amount of the penalty payable in terms of this clause, the Client/Student shall be liable for the balance of the damages and expenses incurred by OW due to unlawful infringement.

2. AMENDMENTS & ADJUSTMENTS TO REGISTRATION

2.1 Any amendments/adjustments the Client/Student wishes to make to his/her registration must be submitted in writing to OW within six (6) working days from the start of each term. This communication is to be sent to help@openwindow.co.za.

2.2 All amendments/adjustments received after this period will incur an administration fee of R250 per request and the standard cancellation policy as mentioned in Section 3 (below) will apply.

2.3 An administration fee of R250.00 will be charged for any amendments made to a registration. The following are considered 'amendments';

- + Swapping of subjects/electives/modules
- + Adding of subjects/electives/modules
- + Cancelling of subjects/elective/modules (refer to Section 3)
- + All amendment requests need to be completed in writing and communicated to the Registrar. (help@openwindow.co.za)

3. CANCELLATIONS

3.1 The Client/Student may cancel the Student's registration within seven (7) working days from the start of the academic year without any cancellation charges, provided that the Cancellation Form available at www.openwindow.co.za is completed and received by OW Registrar. (Registrar@openwindow.co.za).

3.2 OW reserves the right to postpone or cancel any academic programme or tuition advertised or offered, should there be an insufficient demand/enrolment for any particular academic programme or to combine classes of similar subjects, academic levels and content. Insufficient enrolments will be communicated to the Client/Student no later than one (1) week before commencement of the course of any particular academic year, with fees payable in respect of such academic programmes to be refunded, which will specifically exclude non-refundable registration/administration fees. The Student will, in such an event have the option to register for any other programmes offered by OW, provided that OW can accommodate the Student, all of which is at the sole discretion of OW.

3.3 Due to limited availability within academic programmes/rendering of Education Services, without limiting the Client/Student's liability, cancellation after the six (6) working days' grace period, shall be subject to a cancellation charge (less the non-refundable registration fee), as follows:

CANCELLATION PERIOD	LIABILITY
8 to 30 days from commencement of academic year	25% of full academic programme fee
31 to 60 days from commencement of academic year	50% of full academic programme fee
61 to 90 days from commencement of academic year	75% of full academic programme fee
91 days and beyond from commencement of academic year	100% of full academic programme fee

3.4 The Student is herewith notified that no verbal agreement with any employee of OW will be enforced, unless the Student has cancelled in writing by means of completing the relevant forms and same to be sent to the Registrar.

3.5 The date of cancellation will be taken as the date upon which OW receives the completed Cancellation Form.

3.6 The Student shall not be entitled to any reduction of fees whatsoever in the case of a non-attendance of any classes.

3.7 The OW's decision on any cancellation is final.

4. POSTPONEMENT

4.1 If the Student is considering postponement, it is important to seek advice and support as early as possible from the Registrar. The Student is herewith notified that no verbal agreement with any employee of OW will be enforced. Postponement will only be considered if the Student has submitted the request in writing by means of completing the relevant forms and sending same to the Registrar.

4.2 If the Student is considering postponement, it is important to seek advice and support as early as possible from the Registrar. The Student is herewith notified that no verbal agreement with any employee of OW will be enforced. Postponement will only be considered if the Student has submitted the request in writing by means of completing the relevant forms and sending same to the Registrar.

4.3 Students are only usually permitted to postpone their studies for a maximum of one academic year during their path of completion of an OW qualification.

4.4 Irrespective of when the Student postpones studies during one academic year, it is expected that the Student will be in a position to continue with their studies in the following academic year. This year needs to be successfully completed and no further postponement request will be considered.

4.5 If it is anticipated that if a postponement discussed above may be longer than stated, the postponement may not be approved by Open Window. The Student may be advised to withdraw from their studies, whereby the cancellation policy will apply, and the Student will necessarily reapply when they are in a position to recommence their course.

4.6 In order to cancel or postpone, the Student is required to complete a Cancellation or Postponement Form. This form must also be accompanied with evidence as to the reason for postponement, so it can be assessed by Open Window in line with OW's current policies and procedures.

4.7 The amount that will be charged for the academic year is dependent on the date in which OW receives the completed Cancellation or Postponement form along with all supporting documentation.

4.8 The date of postponement will be taken as the date upon which the completed Postponement Form along with all supporting documents is received by OW.

4.9 The Student will remain liable in full for fees up to the end of the term in which the completed Postponement Form is received by OW.

4.10 Postponed students are only able to return at the start of the academic year whereby the standard registration process will apply. There is no automatic right awarded to the Student to return to studies.

4.11 Each application for postponement is reviewed by Open Window. Supporting documentation and the timeous submission of all applications for postponement is essential as no postponement grant can be post-dated.

4.12 Open Window may view the following as reasons for postponement applications (Note: postponements are not automatically granted):

- a) Illness
- b) Exceptional family circumstances
- c) Pregnancy
- d) Substance abuse rehabilitation

4.13 No monies paid will be refunded in the case of postponement being granted.

4.14 The OW's decision on any cancellation or postponement is final.

4.15 It remains the responsibility of the Client/Student to inform OW of any medical condition which may constitute a valid reason to terminate any Education Services.

4.16 In the event that the evidence provided does not meet the OW's criteria, OW reserves the right to request additional evidence.

5. TRANSFERRING BETWEEN ACADEMIC PROGRAMMES

5.1 Should the Student wish to transfer between academic programmes, the Client/Student must apply in writing to the OW Registrar within six (6) working days of date of commencement of any academic programme. This should be sent to help@openwindow.co.za.

5.2 Transfer between academic programmes is not guaranteed, as availability of space in any particular classroom, teaching resources and portfolio requirements are taken into consideration in presenting any particular academic programme.

5.3 To the extent that OW concedes to the transfer from one academic programme, an administration fee shall be levied, with a minimum administration fee of R500.00 (five hundred rand), with the Client/Student to remain liable for payment of any content/educational resources purchased and tuition fees levied in respect of any academic programme.

5.4 Should OW concede to the transfer of the Student from one academic programme to another, the Student shall ensure that he/she obtain the same academic level as other students within the respective academic programme classes.

5.5 The Student is herewith notified that no verbal agreement with any employee of OW will be enforced, unless the Student has cancelled in writing by means of completing the relevant forms and same to be sent to the Registrar.

5. TRANSFERRING BETWEEN ACADEMIC PROGRAMMES

6.1 In the event of a Student requiring a visa to study in South Africa, OW reserves the right to levy a deposit/registration fee in excess of that required by South African Students.

6.2 In addition to OW general application requirements, International applicants must submit the following:

- + Certification and qualification endorsement of all qualifications (for qualifications obtained outside South Africa).
- + A valid study permit or proof of permanent residency.
- + A study permit is normally issued for a period of no more than twelve months; therefore, it must be renewed after expiry. A study permit is only valid for the course of study for which the original approval was granted.
- + Transcripts of academic records completed at any other educational institution (if any).

- + Certified copies of previously obtained certificates, diplomas or degrees (if any).
- + A certified copy of birth certificate, ID document or passport.
- + Marriage or divorce decree for different surnames.
- + Condensed Curriculum Vitae.

7. ADMINISTRATIVE PROCESSES AND DOCUMENTATION

7.1 OW reserves the right to alter Education Services content, commencement dates, timetables and/or the venues for presentation and/or Academic staff of Education Services, all of which will be recorded on the OW website.

7.2 The addresses (both physical, postal and e-mail) recorded by the Client/Student in the OW registration process, shall for the purpose of this Agreement and for the delivering of notices or communication by OW to the Client/Student, be the elected domicile citandi et executandi address of the Client/Student. If the notice is delivered by hand, it will be deemed to have been delivered on the date of delivery, if delivered by pre-paid registered post, it will be deemed to have been delivered within five (5) working days after date of posting and in the event of an e-mail, be deemed to have been received on the printing of a sent receipt. The Client/Student shall be entitled to change these addresses, in writing, either by hand (in which event acknowledgement of receipt by OW will constitute receipt) or by pre-paid registered post to the postal address of OW, by telefax to OW telefax number on its website or by e-mail to the Registrar, and will constitute an amendment of the aforesaid address, which will become the new elected address within seven (7) working days of date of receipt thereof by OW.

7.3 By signing this Agreement, the Client understands that all personal information held by OW pertaining to the Client/Student will be used in accordance with regulatory requirements requiring the disclosure of such information. The Client/Student gives OW permission to upload his/her results to the National Learners Record Database ("NLRD") as per the requirements set by the Department of Higher Education and Training ("DHET").

7.4 All registered Students/clients will have access to the OW Database Management System. It is the responsibility of the Student/Client to ensure that all personal and financial information on the system is correct and up to date.

7.5 OW reserves the right to postpone the release date of marks or withhold any marks for whatever reason. All requests regarding marks should be completed in writing and addressed to the Registrar.

7.6 It remains the responsibility of the Student/Client to ensure that all information on the proof of registration and their academic timetable is noted and correct. The Student/Client needs to communicate with Registrar's office regarding any issues pertaining to timetables and proof of registration. OW does not take responsibility for Students who missed classes because of any reason whatsoever pertaining to any timetable.

8. LATE REGISTRATIONS

8.1 The Client undertakes to make payment required by OW in respect of an academic programme for which the Student is enrolled, by no later than 2 weeks before the commencement of the academic year. Should the required payment be made after this period (i.e closer to the official start of the academic year), the Student's registration may be classified as a late registration.

8.2 Both the Client and the Student accepts that additional administration fees may be charged in the event of receipt of late registrations, with such minimal additional application fee of R500.00 (five hundred rand), plus an additional R500.00 (five hundred rand) in respect of registrations received subsequent to the commencement of the academic year.

8.3 OW does not take any responsibility for lectures and academic work missed as a result of late registrations. The onus rests on the Student to catch up any missed lectures and academic work.

9. ACADEMIC

9.1 It is and remains the responsibility of the Student to have access to their own reliable Internet connection and workstation, avail him/herself of all assessment and/or examination times/schedules and/or venues/online classes where academic programmes are presented for which the Student is enrolled.

9.2 Students who have enrolled in a programme for non-degree purposes, must be aware that OW will not provide a Student Transcript if the appropriate assessments for the programmes have not been successfully completed.

9.3 The Client/Student must take note that a class attendance percentage of 80% is required for any student to take part in assessment activities.

10. FINANCIAL

10.1 The Client/Student acknowledges that he/she is liable for payment of Education Services fees/costs in respect of the enrolment of the Student (as the recipient of Education Services) on or before the stipulated payment dates.

10.2 The non-refundable registration fee for each academic programme is payable upon registration - registration cannot take place unless the aforesaid fee(s) has been paid in full.

10.3 Education Services fees are determined in the sole discretion of OW, with OW reserving the right to amend these fees at any time.

10.4 It is the responsibility of the Client/Student to have access to their own Internet connection and computer as well as obtaining the correct academic programme content data, prior to commencement of the academic programme enrolled for by the Student

10.5 In the event that educational resources and academic programme content be included in the Education Services fee for an academic programme, any increase in supplier fees will be paid for by the Client/Student. Educational resources and/or academic programme content, to the extent provided by OW, may be provided electronically or in hard copy (at the sole discretion of OW and subject to the availability thereof). To the extent that educational resources are the property of OW and such educational resources are stolen/lost/not returned on the final examination date, the Client will be invoiced accordingly, the Client to remain liable for payment in respect of the replacement cost and courier fee of these educational resources.

10.6 OW reserves the right to cancel the Student's registration and/or refuse the Student access to lecturers and/or examination(s) or assessment(s) and/or withhold assessment results if the Client or Student does not make payment, as undertaken and stipulated. No qualification will be issued if fees are not fully paid.

10.7 All fees and discounts for any academic programme are final, not negotiable and are payable either in full by 31st January of a given academic year or via 10 monthly debit order instalments commencing February to November of that academic year. OW reserves the right to levy default interest on outstanding amounts then payable, at a rate of 18% per annum. Interest will be invoiced and updated with each payment. Interest will only be levied on the outstanding account, with default interest to be levied in the event of further non-payment.

10.8 The Client/Student provides permission to OW to conduct credit checks for possible incidental credit arrangements with any credit agency or party for the purpose of ascertaining the credit worthiness of the Client/Student.

10.9 The Client/Student hereby declares that it has the necessary financial capability to make payment of the Education Services fees in respect of the academic programme for which this Student is enrolled.

10.10 All monthly payments to OW be paid by debit order with the Client/Student liable for a fee determined by OW per unpaid debit order.

10.12 Any financial statement/invoice signed by any accountant/director/administrator/Registrar of OW (whose authority needs not to be proved) will be prima facia proof of the outstanding indebtedness of the Client/Student to OW, which statement/invoice shall be sufficient for the purposes of instituting action/obtaining judgment.

10.13 The Client and the Student accepts that should any amounts remain outstanding of any previous academic year, OW will be entitled to refuse registration of the Student to receive Education Services for the next academic year. The OW will determine the registration fee linked to the new academic registration once the full settlement is received.

10.14 OW will be entitled to increase the registration fee to mitigate the risk of non-payment.

10.15 In the event that the Student passes away during the course of an academic programme and a death certificate is provided to OW, a pro-rata fee determined at the sole discretion of OW, will be levied up to the passing away of the Student. The Client is required to submit a written notification thereof to the Registrar with the relevant supporting documentation attached. The date at which all the information (to be emailed to help@openwindow.co.za, accompanied with a valid death certificate) is in possession of the Registrar will be deemed as the cancellation date whereby the process will be initiated. The Client will remain liable for any arrear amounts on the account.

10.16 OW reserves the right to list a defaulting account holder with the Credit Bureau.

11. CONCLUSION

11.1 Failure by either party to enforce any provision of this Agreement shall not constitute a waiver of such provision or affect in any way a parties' right to require performance of any such provision at any time in the future, nor shall the waiver of any right arising from any subsequent breach nullify the effectiveness of the provision itself, or be used as an estoppel against the party in respect of its rights under this Agreement.

11.2 If a Client/Student breaches any of the terms and conditions recorded in this Agreement and fails to remedy such breach forthwith against receipt of a notice to remedy same, OW shall be entitled to claim specific performance or cancel a Student's registration forthwith and recover from the Client/Student any amounts outstanding or damages suffered.

11.3 Should any of the terms and conditions recorded in this Agreement be declared void or unenforceable by any Court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

11.4 The Client/Student may not cede, assign or transfer their rights and obligations recorded in this Agreement to any third party.

11.5 No variation, addition, deletion or agreed cancellation of these terms and conditions will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

11.6 The Client/Student shall at all times comply with all laws, by-laws, ordinances and regulations of the Republic of South Africa and will at all times act in an ethical and moral manner and agree to nothing that will reflect adversely on OW across any public platform (i.e any social media platforms and/or print publications).

11.7 The Client/Student declares, by signing this Agreement, that they have studied and understood the full complement of this Agreement and specifically the tuition fees and accept these fees and the terms and conditions recorded in this Agreement, without reservation.