

TERMS AND CONDITIONS BETWEEN

QURTUBA ISLAMIC ACADEMY t/a QURTUBA ONLINE ACADEMY

("the School")

and

"the Student"

1. Recordal:

- (a) The Student has applied to the School and intends undertaking the course/s applied for.
- (b) The Student agrees to the terms and conditions herein, which will be binding on both parties for the duration of the agreement.

2. Acceptance:

- (a) The School reserves their right of admittance of a student and acceptance of the Student is only final once approved by the School in writing via email.
- (b) The School has the right to limit the number of students for any specific course in its sole discretion.

3. Liability:

- (a) The Student accepts liability for all of the obligations imposed in terms of this agreement and undertakes to make payment of all fees that may be charged by the School.

4. Authority:

- (a) Where the Student is under the age of 18, this agreement is deemed to have been entered into with the assistance, knowledge and permission of the Student's parents and/or legal guardians and this agreement is signed by such persons in the aforementioned capacity.

5. Fees:

- (a) All fees will be paid by the Student through PayFast.
- (b) The Student will be required to pay a non-refundable application fee and registration fee as determined by the School from time to time. The registration fee will be deducted from the total fees payable for the year. The Student will only be considered for a place in the School once payment of the non-refundable fees are made.
- (c) The fees may be payable by way of debit order over a period of 10 consecutive months, with the first debit order on the last working day of January of each year, and each succeeding

payment on the last working day of each succeeding month. If any payment of an instalment is not made for whatsoever reason, the Student will immediately become liable for payment of the full outstanding balance.

- (d) The fee does not include any prescribed material, computer equipment or software programs that may be required by the Student, who will be responsible for the purchase thereof.
- (e) Failure by the Student to make any payment which is due in terms of this agreement, will result in the School being entitled to immediately proceed with legal action against the Student for payment of all amounts due or outstanding. Furthermore, the School reserves their rights to refuse access to the Student while fees remain unpaid.
- (f) The Student agrees to be fully liable for all costs incurred by the School in collecting any fees, on the scale of attorney and client, together with collection commission, tracing costs and any other costs that the School may reasonably incur.
- (g) A sibling discount will become applicable when the Student has a sibling/s enrolled at the School. In such an instance, the student in the highest grade will be regarded as the first learner and all subsequent students will then each receive a discount as determined by the School from time to time. Siblings must be in school concurrently to qualify for this discount. In the event of any fee or charge being in arrears, the sibling discount will be automatically revoked and the Student will then be responsible for the full outstanding amounts.

6. Discontinuation:

- (a) Where the Student discontinues or does not complete a course or module for whatsoever reason, the Student will still be fully liable for the payment of the full fee and all outstanding payments, if any, for the academic term.
- (b) In such an instance, no fee which may have already been paid to the School by the Student will be refunded.
- (c) A full academic term's notice, in writing, is required when the Student wishes to be withdrawn from the School.
- (d) The School may, in its absolute discretion, remove the Student from the School where they believe that the progress or behaviour of the Student is unsatisfactory. The Student shall not be entitled to any refund in such an instance.

7. Failure to Comply:

- (a) If the Student fails to comply with any of the terms and conditions as contained in this agreement, then the School will be entitled to:
 - Take such action as it deems appropriate and necessary in the circumstances;
 - The Student will be required to re-apply to the School for the following academic term;
 - Report the outstanding debt to the National Credit Regulator and/or Credit Bureau.

8. Indemnities:

- (a) The Student fully indemnifies the School, its personnel, employees, officials, representatives or agents against liability for all and any claims of whatever nature that the Student may have as a

result of any occurrence, incident, accident, injury, illness or death, however it occurred, during the student's studies at the School.

- (b) The Student will use all equipment, materials and other items at its own risk and hereby voluntarily accepts the risk incidental thereto.

9. Rules:

- (a) The Student undertakes and agrees to, at all times, comply with the rules as are imposed by the School from time to time.

10. Data Protection:

- (a) It is acknowledged that data regarding the Student and other students will be collected periodically and stored and processed by the School in order to allow for the efficient operation of the School.
- (b) The Student consents to the School's use of their information relating to their achievements for promotional purposes. Such information may be published by the School in school literature, on the School's website or through other media platforms.
- (c) The Student undertakes to protect all electronic and online information as may be obtained from the School and to follow all guidelines imposed by the School in this regard. The Student will not download or share any of the material and/or information obtained from the School, without the prior written consent of the School.
- (d) The Student agrees that it is not authorised to:
- Copy, modify, reproduce, re-publish, sub-licence, sell, upload, broadcast, post, transmit or distribute any of the course materials without prior written permission of the School;
 - Record in any manner, relay by video or other means any of the course/s given by the School;
 - Use the course material in the provision of any other course or training whether given by the School or any third party;
 - Remove any copyright or other notice of the School on the course material;
 - Modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the course/s.
- (e) In consideration of the fees paid by the Student, the School grants a limited, non-transferable, non-exclusive licence to use the course material for the sole purpose of completing the course/s.

11. Conduct:

- (a) The Student must behave responsibly online and follow the School's guidelines at all times and may not share any illegal or inappropriate material on the School's online resource platform.

- (b) The Student must behave reasonably at all times towards other students and personnel of the School and must respect the cultural, racial and religious differences, whatever they may be.

12. Reservation of Rights:

- (a) The School reserves the right to cancel or alter any course or module as they deem necessary. When this is done by the School, they agree to offer an alternative course or a refund for that particular course or module.
- (b) The School reserves the right to change facilitators or course co-ordinators at any time during the course or module.
- (c) The School reserves the right to alter dates, fees and any particulars without prior notice to the Student.

13. General:

- (a) No amendment, cancellation, respite, variation or addition of this agreement will have any legal force or be binding on the parties if it is not in writing and is not signed by all parties or their authorised representatives.
- (b) 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 enforcement of any of its rights or obligations.
- (c) For purposes of this agreement, any reference to the Student 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 said 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.
- (d) The Student hereby chooses for purposes of delivery and service of all documents and procedures in pursuance of this agreement, the address as is contained on the registration form where correspondences can be sent to the student by the School. In case of a change of address, the Student must provide to the School written notice of such change of address.
- (e) The parties accept the terms and conditions of this agreement to be binding on them and have read the agreement and understand the content thereof.