

TERMS AND CONDITIONS OF REGISTRATION

Enrolment Contract entered into between Richfield Graduate Institute of Technology (Pty) Ltd, a private higher education institution registered with the Department of Higher Education and Training under the Higher Education Act, 1997, with registration certificate number 2000/HE07/008 (hereinafter RICHFIELD) and the Student

The Student agrees that by signing this form, a binding Registration Agreement comes into existence between RICHFIELD and the Student but is conditional upon the Student paying the minimum deposit as required. It is recorded that the Enrolment Contract that comes into existence pursuant to the Student's successful registration at RICHFIELD is concluded for 1 (one) academic period only and the Student will be required to re-register for the next academic period. Unless extraordinary circumstances prevail, an academic period is either a semester (maximum 6 months) or a full academic year (maximum 12 months), depending on the academic modules registered for. It is the Student's responsibility to fully read, understand and agree to all the terms and conditions of this Registration Agreement. By agreeing, the Student confirms that they possess a full understanding of all the terms and conditions herein, and willingly accepts all such terms.

1. GENERAL

- 1.1. In the event that the Student wants to cancel this contract with RICHFIELD, the Student shall provide written notice thereof to RICHFIELD within 21 business days (cooling off period) from the date of their payment of the registration fee to RICHFIELD. The Student will remain liable from the date of registration for any amount owing to RICHFIELD up until the date of cancellation. A cancellation fee of R1 500 will apply to all successful cancellations.
- 1.2. Should the Student cancel his or her studies after the 21 business days' cooling off period, the Student will remain liable for the full year's fees.
- 1.3. In the event that a Student stop attending classes for any reason whatsoever, which includes expulsion, this contract will stay in force and the student will remain liable for the full academic year's fees.
- 1.4. RICHFIELD reserves the right to amend/cancel the registration of a Student in the event of insufficient registrations for a particular course.
- 1.5. RICHFIELD reserves the right to amend the syllabus in line with industry requirements, regulatory reviews or at the discretion of the RICHFIELD Academic Advisory Board and Senate or delegated subcommittees. Students must register for the revised modules in the relevant academic year of study.
- 1.6. RICHFIELD reserves the right to cede the debt and collection of fees to a Debt Collection Agency. The Student will become liable for costs and fees in terms of the Debt Collections Act, 114 of 1998, payable to the Agency.
- 1.7. The application fee incorporates a component which guarantees the Student a proportionate refund by the Department of Education if RICHFIELD can no longer, or if it discontinues, a programme under certain circumstances.
- 1.8. RICHFIELD will/can communicate with all Students via SMS, iEnabler, print media, Moodle, WhatsApp, letters, telephone, and email.
- 1.9. International applicants must be in possession of, and produce, a valid passport, valid study permit, and proof of residence. International students will be obliged to pay a minimum of 50% of the course fee prior to acceptance of the Student's application & completion of registration.
- 1.10. RICHFIELD is not responsible for any loss or damage to clothing or any personal property of the Student although reasonable precautions will be taken regarding them.
- 1.11. The Student/parent/guardian chooses the residential address of the Student on page 1 of this enrolment contract to be his/her domicilium citandi et executandi.
- 1.12. The Student/parent/guardian/ person responsible for paying their account consents to the jurisdiction of the Magistrates' Court having jurisdiction over his/her person in respect of any action or proceedings which may be brought against him/her by RICHFIELD under or arising from this contract even if the amount in issue would otherwise exceed the jurisdiction of such court. Notwithstanding such consent, RICHFIELD shall be entitled to bring proceedings in any other court of competent jurisdiction without penalty as to the issue of costs.
- 1.13. If either party breaches this contract, the defaulting party shall be liable for any attorney and own client costs, including collecting commission, which may be incurred by the other party.
- 1.14. In terms of the Consumer Protection Act, 2008 (Act No. 68 of 2008) this enrolment form does not constitute a fixed term contract.
- 1.15. In the event of their account being in default, the person signing this agreement hereby consents to RICHFIELD divulging the personal information contained herein to any 3rd party for the recovery of the outstanding debt. This information will be provided explicitly only for the purposes of recovering of the outstanding debt.
- 1.16. The Student hereby cedes and assigns to RICHFIELD any existing, future or contingent copyright or any other intellectual

property right that may arise from any incomplete or completed work, including, without limitation, any creative output, any paper, article, assignment, dissertation, thesis or minor-dissertation, that may in any way whatsoever have originated or originate from any study or research project the Student may have undertaken or have launched or may undertake or launch at RICHFIELD, irrespective of whether such work has been or may be accepted for examination, in accordance with national legislation and RICHFIELD's policy related to intellectual property.

2. STUDENT STUDY FEES

- 2.1. Student fees are payable as per the payment options communicated by RICHFIELD or at any Standard Bank branch of RICHFIELD Campus.
- 2.2. Under no circumstances may Student fees be paid in either cash or cheque to any staff member or office bearer of RICHFIELD. The Student, or any individual who makes payment on behalf of the Student, shall retain the proof of payment made to RICHFIELD. The onus vests with the Student/payer to retain copies of all receipts for the duration of his/her study and must be produced in the event of any disputes.
- 2.3. Should a Student wish to transfer to another RICHFIELD campus, an administration fee of R3 000 will be charged, subject to availability of space at the campus to be transferred to.
- 2.4. Should a Student wish to upgrade and/or change his/her course, a request for such upgrade or change should be completed by 15 MARCH of the year of registration (or 15 AUGUST for mid-year enrolments) at no charge to the Student. Thereafter if a student wishes to change programmes the student will have to discuss the available options with a student success advisor and an administration fee of R3 000 will be payable.
- 2.5. All payment plan instalments are due on the 1st of each month and the final payment should be made according to the selected payment plan.
- 2.6. In the event of a Student defaulting on payment of fees, RICHFIELD reserves the right to:
 - 2.6.1. Withhold the Student's assessment results.
 - 2.6.2. Withhold the qualification certificate and academic transcript of a graduating Student and refuse the Student participation in the RICHFIELD graduation ceremony.
 - 2.6.3. Refuse to register a Student for any further modules or courses.
 - 2.6.4. Recover all outstanding amounts from the Student, as per this Registration Agreement.
 - 2.6.5. In the event of a Student defaulting on payment of fees on a year module, RICHFIELD reserves the right to cancel the Student's registration and exclude the Student from access to RICHFIELD's premises and systems during the academic year, unless the Student has entered a formal, approved payment arrangement with RICHFIELD.
- 2.7. All arrear accounts will be handed over for collection to either a Debt Collector or an Attorney for the collection thereof. The student and/or person responsible for paying their account will be held responsible for all legal cost on an Attorney Own-Client Scale which fees will include pre-litigation, litigation, and post-litigation legal cost. The student and/or person responsible for paying their account will furthermore be held responsible for all collection charges, that will include collection commission, tracing fees and all other expenses incurred.
- 2.8. No indulgence given on the payment of accounts will be deemed a waiver or amendment of any provision, term, or condition of this Enrolment Contract.
 - 2.8.1. Paid by different parties.
 - 2.8.2. No reduction in fees or refund will be applicable where Students do not attend class, or otherwise do not take part in the prescribed learning activities of the institution or are suspended for a period of time.
- 2.9. Failure to pay any single instalment timeously shall result in the Student's payment plan being automatically extended to the next available longer dated payment plan. If the Student is already on the maximum period payment plan, then the full balance due for the academic period will become immediately due and payable.
- 2.10. A medical certificate by a registered practitioner must be produced if the Student is absent for any assessments, tests, or examination because of illness.
- 2.11. The Student and the person responsible for paying their account confirm that the information disclosed in this Enrolment Contract is true and correct and it shall be a material breach of this Enrolment Contract if the information is found out to be fraudulent, untrue, or incorrect.
- 2.12. The Student and the person responsible for paying their account undertake to notify us in writing of any changes to their personal information.
- 2.13. The Student and/or person responsible for paying their account consents to us obtaining, using and disclosing their personal information to an attorney or Debt Collection Agency.
- 2.14. Refunds will only be processed according to the RICHFIELD Refund Policy and the Student must make a formal application in writing providing a detailed motivation for the refund. In addition to the RICHFIELD Refund Policy, the refund will only be payable within 28 working days from date of request.

RICHFIELD reserves the right to withhold any refunds until a student completes his/her final year of studies.

- 2.15. Should a student drop out, the deposit and any other fees paid will be forfeited. In addition, the student will be liable for all remaining fees for that academic year. Any refunds that are due to a student must be claimed within 6 months of the date of last payment, failing which it will be forfeited. Students will not be able to claim a refund more than 6 months after the amount was paid.

3. STUDENT CODE OF CONDUCT

- 3.1. Every student, by signing an official registration form, becomes subject to the rules of RICHFIELD ("the Rules"). The Rules are also found in the Prospectus, exam writing material, Log Books and memos issued.
- 3.2. When a Student is charged with having committed an offence as defined in the rules, or when, in the opinion of RICHFIELD, such a charge ought to be instituted against a Student, or when a Student has been charged with a serious crime in a court of law, RICHFIELD may order that, until the final disposition of the charge, the Student shall
 - 3.2.1. Cease attending lectures or classes.
 - 3.2.2. Cease participating in such other activities of RICHFIELD as may be specified; and/or
 - 3.2.3. Not enter the premises of RICHFIELD or any specified part thereof.
- 3.3. The registration of any Student who, while a registered Student of RICHFIELD, has been convicted of a serious crime (by a court of law) may at any time be cancelled at the discretion of RICHFIELD. The CEO has the power, at any time, in his/her discretion, to expel any Student who breached a rule of RICHFIELD.
- 3.4. The full Rules are available on the Richfield website, but the Student's attention is drawn to the following:
 - 3.4.1. Posters and notices emanating from Students shall not be displayed without the prior approval of the Student Representative Council and Campus Manager.
 - 3.4.2. The Student's Representative Council shall obtain the prior permission of RICHFIELD for any tour or similar activity which involves the absence of Student from classes.
 - 3.4.3. A Student who intentionally or negligently causes damage to any property owned, possessed, or occupied by RICHFIELD shall make good such damage.
- 3.5. The Student shall comply with all laws of the Republic of South Africa, whilst on any property or premises owned or controlled by RICHFIELD and/or relating to their studies or any other activity with RICHFIELD.
- 3.6. A contravention of any of the following rules is an offence (as defined in the rules):
 - 3.6.1. No Student shall intentionally or negligently misuse, damage, deface or destroy, or without authorisation, use any building, furniture, equipment, computer, vehicle, books, notes, documents owned by any member of staff of RICHFIELD or by any fellow Student of RICHFIELD.
 - 3.6.2. No Student shall bring into, possess, use, or supply drugs as defined in section 1 of the Drug Trafficking Act, 1992 (Act 140 of 1992), as amended, on to the RICHFIELD premises.
 - 3.6.3. No Student shall be in possession of a firearm or dangerous weapon while on the RICHFIELD premises.
- 3.7. No Student shall:
 - 3.7.1. Unlawfully and intentionally or negligently cause the death of any person on property owned or controlled by RICHFIELD.
 - 3.7.2. Unlawfully assault or inflict any physical injury on any other person.
 - 3.7.3. By acts or threats, unlawfully assault or attempt to assault, any person in a manner designed or intended to achieve sexual intercourse, or any other form of sexual gratification, of whatever nature or degree with the person assaulted.
 - 3.7.4. Commit in respect of or upon any other person any act of physical indecency, or by words, conduct or writing threaten to perform any act of physical indecency upon such person.
 - 3.7.5. While on any premises owned or controlled by RICHFIELD or while participating in any RICHFIELD activity, by word or gesture address any person in a way that is obscene, indecent, or offensive.
 - 3.7.6. By words, conduct or writing, propose, suggest, or imply to another Student, visitor, or member of the staff of RICHFIELD any activity of a sexual nature if the Student knows, or foresees, that the other person would consider such proposal, suggestion or implication is by reason of its sexual nature, offensive, demeaning or intimidatory to the person to whom it is addressed.
 - 3.7.7. Steal or attempt to steal any money, property, or other valuables.
 - 3.7.8. By deed, word or writing abuse or seriously impair the self-respect or reputation of a Student, visitor, member of staff of RICHFIELD; or
 - 3.7.9. Unlawfully invade the privacy of a Student, visitor, and member of the staff of RICHFIELD.

TERMS AND CONDITIONS

- 3.8 No Student shall cheat in any RICHFIELD examination. For the purposes of the rule, cheating shall include:
- 3.8.1 The introduction, or attempted introduction, into any place where an examination is about to be conducted, of any book, note, cellphone or other device or instrument capable of storing, sending, or receiving information.
- 3.8.2 The possession, use, or attempted use, during an examination of any book, note, document, cellphone, or other device or instrument capable of storing, sending, or receiving information, or any other article containing information the use of which is not authorized by the examiner or other examination officer.
- 3.8.3 The removal or attempted removal from an examination room of any examination book or writing paper supplied by RICHFIELD for the purposes of answering an examination.
- 3.8.4 The use of a false name or identity number in an examination; and /or
- 3.8.5 Intentionally or negligently assisting another Student to cheat.
- 3.9 A Student shall not obstruct or attempt to obstruct any member of the staff of RICHFIELD, or any contractor employed or retained by RICHFIELD, in the performance of their duties.
- 3.10 A Student shall not occupy or be present upon any property or premises owned or controlled by RICHFIELD after being required to leave such property or premises by a member of staff of RICHFIELD acting within the scope of his or her duties.
- 3.11 No Student shall engage in conduct which disrupts or is likely to disrupt teaching, study; research; meeting; ceremonial or social activity at RICHFIELD.
- 3.12 No Student shall unlawfully express, proclaim, publish, or disseminate in speech, writing, print or other medium, any views, beliefs or ideology which unlawfully infringes upon the dignity or individual human rights of another Student of category, group or class of Student or any member of the staff of RICHFIELD, or a person invited by RICHFIELD to speak or lecture at the Institute.
- 3.13 No Student shall behave in a manner which is indecent or improper and which thereby brings RICHFIELD into disrepute.
- 3.14 No Student shall offer, present, deliver or tender any officer of RICHFIELD, any document which the Student knows, or ought reasonably to know to be a false or a forgery, and which causes prejudice to the administrative, financial, or academic interests of RICHFIELD or which has the potential to cause such prejudice.
- 3.15 No Student shall agree to give or offer or tender to any staff member of RICHFIELD, any pecuniary consideration or other reward in return for any inaction by the staff in an official capacity.
- 3.16 No Student shall set fire to any property belonging to another Student or to RICHFIELD or a member of the staff of RICHFIELD with the intent to injure such person or cause damage to RICHFIELD.
- 3.17 No Student shall unlawfully break into and enter any building, room, store, or premises owned or controlled by RICHFIELD.
- 3.18 A contravention of the following rules is a misdemeanour (as defined in these rules):
- 3.18.1 No Student shall, while on any property owned or controlled by RICHFIELD, or at a RICHFIELD function or ceremony, behave in a noisy or riotous manner, or in such a way as to be a nuisance to other Students or to any member of the staff or guests of RICHFIELD.
- 3.18.2 A Student shall obey any lawful order of a member of the staff of RICHFIELD as well as any lawful instruction of RICHFIELD.
- 3.18.3 A Student shall produce proof of registration upon lawful request by any member of the staff.
- 3.18.4 No member shall organise, institute, or engage in any form of initiation of Students, or any campus or residence raids.
- 3.19 No Students are permitted to eat/drink in the computer laboratories / lecture rooms / common areas.
- 3.20 No Student is allowed to smoke any products including electronic cigarettes (vaping), consume alcohol or drugs on any property or premises owned or controlled by RICHFIELD.
- 3.21 Students using any computer or other facilities must be done under the supervision/authority of the campus/course administrator.
- 3.22 Students are responsible for resources under their control.
- 3.23 No software may be loaded, developed, or executed on RICHFIELD's computers unless they are proven to be virus free and approved by the Campus Manager in writing.
- 3.24 The Student will comply with RICHFIELD's IT policies and restrictions whenever the Student's devices are connected to RICHFIELD's network.
- 3.25 The Student shall accept all results of RICHFIELD examinations as final, subject to the standard procedures regarding remarks and disputes.
- 3.26 Students are encouraged to seek the assistance of Companies that offer Work Integrated Learning (WIL).
- 3.27 During WIL, Students should abide by the Host Companies' policies and procedures.
- 3.28 Assignment submission is compulsory, and marks will be capped on resubmission or late submission
- 3.29 RICHFIELD does not provide "scope" for exams, but structure of the exam paper.
- 3.30 It is compulsory for all learners to have an 80% attendance to write the National Exam.
- 3.31 No student shall engage in any plagiarism, which includes the use of AI chatbots such as ChatGPT, among others
- 3.32 Disciplinary action will be taken against any student transgressing written or verbal exam rules.
- #### 4. STUDENT DECLARATION AND UNDERTAKING
- 4.1. To administer your application, it is necessary for RICHFIELD to process some of your personal information, including but not necessarily limited to: Identifying information, biometric information, contact information (including address), demographic details, academic details regarding prior learning, employment details where applicable and in some cases, supporting documentation. Provided that there is no unfair discrimination on the grounds of race, gender, sex, marital status, ethnic or social origin, colour, sexual orientation, age, language or birth, information pertaining thereto may be processed. Should your application be successful, and you are registered, RICHFIELD will also process information on your academic progress, assessment of learning and correspondence.
- 4.2. RICHFIELD respects the right to privacy and will only process your personal information for the following purposes:
- 4.2.1. delivering academic services (including but not limited to administering Student and prospective Student admissions, enrolment, registration, education, engagement, and validation of qualifications).
- 4.2.2. providing information on additional academic service offerings.
- 4.2.3. fee payment or collection.
- 4.2.4. any additional purposes to which you consent; and
- 4.2.5. as otherwise required by law.
- 4.2.6. as required by any pertinent regulatory body or organisation Richfield is collaborating with.
- 4.3. By accepting this privacy notice, you give consent that RICHFIELD and its approved representatives may:
- 4.3.1. process your personal information for the purposes stated above as well as any other directly related purposes, including cloud storage of your information outside the RSA.
- 4.3.2. obtain information concerning your academic certificate and/or transcript from any school, university or other educational institution previously attended and use it to validate your qualifications.
- 4.3.3. share your personal information with qualification verification agencies, who in turn may enter your qualification information into the National Learners' Records Database.
- 4.3.4. share your personal information with third party service providers engaged by RICHFIELD for the purposes listed above.
- 4.3.5. share your personal information relating to your personal identifiers, academic registrations and results internally with RICHFIELD staff for purposes of marketing, analysis, and research.
- 4.3.6. contact you with information about additional academic service offerings with the option to opt out of further similar correspondence.
- 4.3.7. process as confidential information any health information provided by you for the purpose of accommodating disability or sick leave.
- 4.3.8. process your personal information as needed to meet security requirements, and the requirements of government, professional bodies, and other regulatory authorities; and
- 4.3.9. in the event of any reorganisation, merger, or acquisition of RICHFIELD, your personal information may be transferred as part of the transaction to the acquirer, whether inside or outside the RSA.
- 4.4. In addition - If successfully admitted as a Student of a corporate account:
- 4.4.1. You consent to RICHFIELD receiving your personal information necessary for the application and registration process from your employer.
- 4.5. All applicants - By accepting this privacy notice you also make the following declaration:
- 4.5.1. I hereby certify that I will provide information that is correct and complete. I understand that false or incomplete information will invalidate this application.
- 4.5.2. Signature denotes acceptance of the RICHFIELD privacy policy and declaration.
- #### PART B: PARENT/GUARDIAN/FEE PAYER (CO-PRINCIPAL DEBTOR) (If applicable)
- 1.1. The Co-principal Debtor hereby bind(s) themselves to RICHFIELD, jointly and severally with the Student and/or other Co-principal Debtors where applicable, for the payment of all fees and other charges due by them to RICHFIELD in terms of this Registration Agreement.
- 1.2. The Co-principal Debtor agrees that RICHFIELD may recover, at its discretion and in no specific order of preference, such monies in full of either the Student or the Co-principal debtor(s), or in part from both/all the parties.
- 1.3. This Registration Agreement can only be cancelled or withdrawn with RICHFIELD's written permission.
- 1.4. The Co-principal Debtor agrees to the jurisdiction of the Magistrates' Court, in respect of any legal proceedings that may be instituted arising from or in respect of this Enrolment Contract, notwithstanding the fact that the amount in dispute may exceed the jurisdiction of the Magistrates' Court and select as their domicilium citande et executandi for all purposes the address indicated below.
- #### 2. CREDIT CHECK
- 2.1. By completing and submitting the Registration Agreement, the Co-principal Debtor authorises RICHFIELD to access any information available to assess the Student's application and gives RICHFIELD permission to conduct a credit check with any National Credit Regulator (NCR) registered credit bureau or third party.
- #### 3. PAYER DECLARATION AND UNDERTAKING
- 3.1. To administer the application, it is necessary for RICHFIELD to process some of the Co-principal Debtor's personal information, including but not necessarily limited to identifying information, biometric information, consumer credit information, contact information (including address), demographic details, and employment details where applicable and in some cases, supporting documentation. Provided that there is no unfair discrimination on the grounds of race, gender, sex, marital status, ethnic or social origin, colour, sexual orientation, age, language or birth, information pertaining thereto may be processed.
- 3.2. RICHFIELD respects the right to privacy and will only process the Co-principal Debtor's personal information for the following purposes:
- 3.2.1. Fee payment or collection.
- 3.2.2. Any additional purposes to which the Co-principal Debtor consents; and as otherwise required by law.
- 3.3. By accepting this privacy notice, the Co-principal Debtor consents that RICHFIELD and its approved representatives may:
- 3.3.1. Process the Co-principal Debtor's personal information for the purposes stated above as well as any other directly related purposes, including cloud storage of your information outside the RSA.
- 3.3.2. In the event of any reorganisation, merger, or acquisition of RICHFIELD, the Co-principal Debtor's personal information may be transferred as part of the transaction to the acquirer, whether inside or outside the RSA.