



THE SOUTH AFRICAN INSTITUTE FOR HERITAGE SCIENCE & CONSERVATION

Provisionally registered with the Department of Higher Education and Training as a private higher education institution under the Act. Registration certificate No. 2018/HE07/007

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Student Contract

This is a contract entered into and between

..... (the 'Student')
(ID / Social Security number:)

and the

South African Institute for Heritage Science and Conservation (the 'Institute'),

in respect to the Postgraduate Diploma programme Technical Studies in Conservation,
during the 20..... academic year.

The Student's *domicilium citandi et executandi* is recorded as follows:

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.....

Contractual Relationship established:

As a result of this registration as a Student at the Institute, a contractual relationship arises between the Student on the one hand and *The South African Institute for Heritage Science & Conservation* on the other, and this contractual relationship shall endure for the duration of the study programme, or until all obligations contemplated in terms thereof have been duly met and concluded. It is therefore important that the terms of this document (the 'Contract') be clearly understood, since it summarises the terms and conditions which the Student and the Institute accept as binding to themselves and governing of their contractual relationship.

As a prospective Student at this institution, the candidate is therefore required to read this Contract in full and to raise, with the Institute staff member present at the time of registration, any questions which he/she might have in the event that any part of the Contract should not be clearly understood. The Student is hereby specifically cautioned NOT to place their signature until the extent of their obligations as well as the provisions of the Student Conduct code, referred to below, are fully and unambiguously understood and accepted. Entry to the programme is predicated upon the Student's acceptance of the stated terms, as attested to by his / her signature below:

1. Responsibilities of the Institute:

1.1 To faithfully conduct the academic programme:

- The Institute is responsible for the faithful delivery and presentation of the agreed programme of study in accordance with the descriptions as set out in the programme schedule, outcomes, and objectives.
- The Institute will accordingly provide all reasonably expected and needed teaching, library, laboratory, IT support and other facilities, unless prevented from doing so by adverse circumstances beyond its control. In the event of being so prevented, the Institute will take such reasonable steps, and which it considers in keeping with its established procedures and institutional character, to minimize the impact or to provide an acceptable alternative.

- Should the Institute be unable to continue with delivery of the programme to enrolled Students, all programme fees already received by the Institute from the Student will become refundable to that Student, except if
- such failure should arise from circumstances beyond the Institute's reasonable control, including acts of God, war, terrorism, civil unrest, industrial disputes, fire, flood, accident, death, tempest and national emergencies.

2. Responsibilities of the Student:

2.1 Academic Responsibility:

- The Student will participate fully in his/her programme of study, including attending and taking part in classes and activities, and by undertaking and submitting work within the given deadlines.
- The Student will notify the Institute and provide reasons if he or she is unable to attend or produce work.
- The Student may not seek to obtain, or assist another Student in obtaining, an unfair advantage over other Students in relation to the programme of study.
- The Student accepts that the Institute may, in accordance with its mission, freely publish and use, whether for in-house purposes or otherwise, the output of intellectual property created by the Student during the course of his or her studies at the Institute, and shall do so in keeping with generally accepted norms and provisions.
- In addition, students, interns & faculty consent to the Institute's use and responsible application of footage or media material collected by or for the Institute during or on behalf of a study programme of this institution, and recognize that some such footage may include the images of students, interns and faculty, either intentionally or otherwise.

2.2 Termination of participation / Expulsion:

- The Institute reserves the right to exclude from studies and/or forthwith expel any Student whom had gained enrolment or had registered with the aid of false or misleading statements or presentation. Such grounds may also include false or misleading declarations materially pertaining to physical condition, health, fitness, qualifications, financial ability or any other consideration which may have reasonable bearing on the decision of an admissions committee.
- The Institute reserves the right to exclude from studies and/or forthwith expel any Student who wilfully and persistently neglects his or her academic work to such an extent that there is no reasonable possibility of him or her being regarded as having duly performed the work of the programme or being able to proceed to the next trimester.
- Failure to comply with any of the terms as set out in this contract, as well as in the *Student Code of Conduct*, may also lead to the termination of the Student's enrolment, with due adherence to procedures and protocols.

2.3 Claims, disputes & matters of discontent:

- The Student hereby registers his/her support of the Institute's intention to preserve and maintain a non-litigious and collegiate climate within the campus context, and to at all times maintain such a relationship of good faith as is well-suited to the pursuit of learning.
- Accordingly, the Student shall not institute a claim of any nature against the Institute or any employee of the Institute and will not hold the Institute or any employee of the Institute responsible for any damage or loss of any nature whatsoever to the Student, personally, or any property belonging to the Student or a companion, which directly or indirectly follows from any of the following: the Student's participation in any activity or transport of any nature whatsoever that is related to the Student's studies or training, or to sport or recreation of any nature; or the Student's utilisation of any premises, building, equipment or facility of the Institute of any nature whatsoever, or residence in Student housing, and accepts that such participation, utilisation, or residence will be undertaken at the Student's own risk. The Student shall accordingly freely accept the risks involved therein; the Institute takes out no insurance to this purpose on the Student's behalf or to his or her benefit. This waiver applies equally to losses or damage arising from instances of Students relying on courtesy transport, lifts or shared transport arrangements with officers or employees of the Institute, or with fellow Students, for whatsoever purpose.
- The Student similarly undertakes to not support any attempt by another party, inclusive of but not limited to a sponsor, family members, spouse, friend/s, acquaintances, whom may institute or propose to institute a claim of any nature against the Institute, relating to any perceived loss or damage.

- The student or intern also declares his/her recognition that the Institute enjoys and shares an expressly rural location. It is hereby acknowledged by the Student or intern that the village of Twee Riviere is an historic village which has consistently remained independent of external, municipal amenities – unchanged since 1765. Specifically, it should be noted that the village relies on mountain source water, springs and creeks as opposed to a piped, municipal water supply - or indeed any underground, amenity infrastructure. It follows that water attributes can vary with the seasons, since water supply is not artificially treated or regulated by any central authority, individual or proprietor. In the village, a simple and restful dependence on natural sources constitutes a valued and long-standing tradition – one which the community of Twee Riviere also hopes to continue. The Student or intern therefore, by signature below, signals their recognition that urban amenity standards (while occasionally exceeded by rural villages) do not set or determine any measure of attainment or suitable standard for self-reliant communities.

2.4 Tuition fees:

- A programme fee of R168 500 (VAT Exempt) applies to this nominally one-year, postgraduate diploma programme.
- A reduced programme fee of R150 000 (VAT Exempt) will be in effect in the case of Students whom have qualified for a *Strimling Grant*. (see 2.7 below)
- Fees are receivable upon inception of the programme (due not later than on the first day of the programme) or, should the liable party prefer, in three instalments coinciding with the inception date of each respective trimester).
- From Students meeting fees on an instalment basis, and who do not qualify for a *Strimling Grant*, an amount of R56 500 (VAT Exempt) will be receivable at the onset of the first trimester and an amount of R56 000 (VAT Exempt) will be receivable at the onset of each of the two remaining trimesters.
- From Students meeting fees on an instalment basis, and whom have qualified for a *Strimling Grant* (see 2.7 below), an amount of R50 000 (VAT Exempt) will be receivable at the onset of each trimester.
- The Student retains, in his/her personal capacity, ultimate liability for the settlement of any fees due and shall therefore remain accountable for any financial obligation assumed in the event of failure on the part of a third party, such as a private or corporate sponsor/employer, whom may previously have agreed, either explicitly or otherwise, to meet such payments. The Student therefore accepts full responsibility for the payment of all fees associated with his or her studies and accepts that non-payment may result in the Student being barred from participation in the programme.
- In cases where a request for a minor extension of terms should be favourably considered and authorized by the Board, the Student hereby authorises the Institute to levy interest on all amounts remaining outstanding beyond their respective due dates, and to implement for such purposes the then applicable prime bank rate on a fluctuating basis.
- Students who are the beneficiary of partial or full funding, extended by a corporate, governmental, institutional or organizational sponsor, must submit an official letter confirming such sponsorship to the Institute. Such a letter must be provided prior to registration if registration is to succeed without actual and prompt receipt of full fees due. The official letter of sponsorship, on the letterhead of the sponsoring entity, should declare the following: the invoice address, contact details and name of the relevant officer / representative, the name of the Student so benefited and the amount of sponsorship. The Institute will thereupon invoice the sponsor directly. Payment must be effected in full within 30 days from the date of the invoice. Ordinarily, instalment plans are not extended to sponsors as contemplated under the definition of this paragraph.
- A private person acting as sponsor, such as the spouse, parent, family member, guardian or acquaintance of the Student, may nonetheless elect to settle fees on a trimesterly basis.
- If a registered Student should under acceptable and otherwise unforeseeable circumstances become unable to meet further instalments of tuition fees during the second or subsequent trimester, and should indeed fail to do so, the present contract will have entered default and may (at the discretion of the Institute) be voided, resulting in the suspension of the student's right to continued participation. As an alternative to the Student's compulsory withdrawal from class, and under certain prevailing circumstances, a purpose-made Lifeline Contract may be negotiated and extended by the Institute to the Student instead, though requiring the approval of the Chairman of the Board.

2.5 Refunds:

- The Student shall not be entitled to a refund of any fees paid by the Student or his/her sponsor, or received by the Institute on his or her behalf, except under conditions of failure on the Institute's part as contemplated under the third and fourth paragraph (read in conjunction) under section 1.1 above.
- The Institute may however consider effecting a pro rata refund under the following two circumstances:
 - in the event of the Student's death;
 - in the event of the Student's extended hospitalization, precluding resumption of studies.
- The Institute reserves the right to request, or obtain and review such documentary evidence as may seem reasonable in order to establish and affirm the facts, before authorizing and determining the extent of any refund under the two particular circumstances contemplated above.
- If indeed satisfied in respect to the above, the Institute shall retain such funds in respect to which the Student has already and fairly appropriated the value, as reasonably foreseen at registration, while refunding such remainder of the tuition fees as at that point remains unused and unavailed by the Student. Such remainder shall be reimbursed to either the Student, his/her sponsor, or relatives, as may variously fit the circumstances.
- Under circumstances of expulsion (see 2.2), the Student shall have no claim of refund in respect to such portion of the programme as has already passed, and shall retain a partial claim, at best, to tuition fees already paid in respect to future programme participation, and now suspended. The Board shall make a determination in this regard on a case by case basis, with due and fair consideration to the merits of the particular case and the variables which impose.

2.6 Absences with cause:

- If circumstances of such compelling, enduring and distressing nature should arise which should render the student's absence from family or loved ones untenable, every effort will be made on the part of the Institute to accommodate the Student's absence without impairing his/her ability to successfully complete their course of study.
- If the nature of such distress is sufficiently compelling and the Student's absence from the programme proves substantial enough to prevent the shortfalls which arise from being effectively ameliorated upon the student's return, the Institute will permit the student to participate, without duplication of tuition fees, in the equivalent module or exercises during the academic year directly following, in order to satisfy and achieve the requirements for graduation.

2.7 Strimling Grant:

- In light of the annual and modest student intake permitted by the programme, and with the aim of promoting and imparting a collegial and communal sense to the campus grounds, the Institute will issue a Strimling Tuition Fee Grant to each and every Student who opts to take residence in on-campus housing for the duration of the first two trimesters, at minimum.
- A Strimling Grant is transacted as a credit against the Student's **tuition fees** and is valued at R18 500 (VAT exempt).
- The Student recipient of a Strimling Grant acknowledges and accepts that, as recipient of such a conditional grant, he/she will need to fully meet and uphold the minimum conditions of such grant, or otherwise become personally liable to the Institute for the balance of their tuition fee, which arises from such deviation.

2.8 Campus Housing:

- Please note that the Institute exclusively shoulders its primary task, which falls to it as an institution of tuition and learning. The Institute and faculty accordingly do not take a role in campus services or operations, nor does the Institute receive the proceeds from (or carry the obligations of) these peripheral operations. Instead, Student Housing and Victuals fall within the domain of The Belfry Hospitality Services, an independent sole proprietorship, responsible for providing a range of services to campus residents, faculty, students and interns, formally engaged in programmes of The South African Institute for Heritage Science (Pty) Ltd.
- Except on the first and last day of each trimester, campus housing is strictly off-limits to persons other than fellow, registered students of the Institute, service provider staff (hospitality and maintenance), office bearers of the Institute, or such persons as may be specifically authorized by the service provider on a case by case basis, upon request.

