

Reg 2012/042729/07

Headoffice: 712 Vespasian Street, Moreletta
Park

Tel: 086 126 8883

E-Mail info@advancedcollege.co.zaWeb: www.advancedcollege.co.za& Home Schooling
In Pretoria East, Midrand,
Roodepoort, Thabazimbi, Stormvoël

ADVANCED COLLEGE SA (PTY) LTD

Advanced College – Centurion, Clubview

REGISTRATION 2020

E-Learning

For parents who are not South African residents, annual tuition fees must be paid in full per term or for the year before the start of the academic year.

Note that we are not a Private School but a private company approved as Home School Support Centres, thus giving children more individual training and teaching them how to work on their own with our teacher support in the classroom. Grade RR to 3 has full time teachers as usual. Our teachers are qualified and SACE registered, plus we use student teachers under guidance of the senior registered teachers. We are registered with the exam board, SACAI (South African Comprehensive Assessment Institute) who are recognised by UMALUSI. Registration number A-1046-16. We are also registered with SAGE PASTEL & FASSET SETA as SVA0020.

In order for us to keep the monthly fee as low as possible, we provide one general teacher per a maximum of 20 children. The teacher provides general tutoring and works with students through their daily, weekly and monthly schedule as per the CAPS Curriculum. Grade 4 to 12 are taught by the teacher to work on these schedule on their own, with the teacher support available at all times, getting them used to how it is done in University. If additional specialised tutoring per subject is needed from subject specialist, parents will be quoted in advance and billed separately per hour.

(Please complete all required information in neat, legible block letters)

I/We, _____ (Father/Guardian)
_____ (Mother/Guardian)

the undersigned, in my/our capacity/ies as Parent(s)/Guardian(s)/Custodian(s) Other – please specify _____.

Of: Surname: _____
First Names: _____
Please supply preferred name: _____

Herein referred to as the Pupil, do hereby make provisional application in terms of clause 2 of the Terms and Conditions of Provisional Enrolment of Pupil and the Terms and Conditions of Enrolment at A and F College (PTY) Ltd. (a copy of which conditions is set out overleaf) for the enrolment of the said Pupil as a scholar in A and F College (PTY) Ltd in:

Grade: _____ With effect from (First school day): _____ 20____.

Signature of all Parties: _____

FURTHER PARTICULARS OF PROSPECTIVE PUPIL**GENDER:**

Male

Female

HOME LANGUAGE:**DATE OF BIRTH:**

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ID NR:

--	--	--	--	--	--	--	--	--	--	--	--	--

PASSPORT NR:

--	--	--	--	--	--	--	--	--	--

COUNTRY OF BIRTH:

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RELIGION:

--

RACE:

--

PUPIL RESIDING WITH:

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NAME OF CURRENT SCHOOL:		CURRENT GRADE:	
ADDRESS:			
CONTACT:	TEL. ()	FAX. ()	
DATE/EXPECTED DATE OF LEAVING ABOVE SCHOOL:			
FOR GRADES 10 & 11, PLEASE STATE SUBJECTS PRESENTLY BEING STUDIED:			
OTHER SCHOOLS APPLIED FOR:			

How/where were you introduced to A and F College (PTY) Ltd?

NEWSPAPER	PUPILS / PARENTS	EXIBITIONS	OTHER: _____
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FURTHER PARTICULARS OF APPLICANTS – FATHER/GUARDIAN**Title:** _____**First Name/s:** _____**Surname:** _____**ID Number:** _____**Marital Status:** _____**Where parents are divorced or separated, please provide further relevant details/instructions (if any):** _____**Home Tel. No.** _____ **Work Tel. No.** _____**Cell No.** _____ **Email Address:** _____**Postal Address:** __________ **Code:** _____**Residential Address:** __________ **Code:** _____

I, _____ hereby warrant, undertake and declare that: I am fully cognisant of the amount in fees payable by me to A and F College (PTY) Ltd; I understand the financial implications of this to me; I am financially in a position to meet my obligations to A and F College (PTY) Ltd ; and I shall ensure that all fees charged shall be paid on the due dates. I furthermore grant A and F College (PTY) Ltd the requisite consent, permission and authority to verify and check my credit worthiness with any credit bureau(s) of its choosing.

Signature of all Parties:

FURTHER PARTICULARS OF APPLICANTS – MOTHER/GUARDIAN

Title: _____
 First Name/s: _____
 Surname: _____
 ID Number: _____
 Marital Status: _____
 Where parents are divorced or separated, please provide further relevant details/instructions (if any): _____
 Home Tel. No. _____ Work Tel. No. _____
 Cell No. _____ Email Address: _____
 Postal Address: _____ Code _____
 Residential Address: _____
 _____ Code: _____

I, _____ hereby warrant, undertake and declare that: I am fully cognisant of the amount in fees payable by me to A and F College (PTY) Ltd; I understand the financial implications of this to me; I am financially in a position to meet my obligations to A and F College (PTY) Ltd; and I shall ensure that all fees charged shall be paid on the due dates. I furthermore grant A and F College (PTY) Ltd the requisite consent, permission and authority to verify and check my credit worthiness with any credit bureau(s) of its choosing.

Only person/s liable for payment of school fees to complete this section and sign below (Parents: both Mother and Father/Guardian/Other to sign and initial bottom of each page)

NB: School fees are paid in advance per month:

Example:

- January 2020 School fees are payable by 30 December 2019
- February 2020 School fees are payable by 30 January 2020

NB – Debit orders are compulsory: If you do not complete a debit order and fees are not in Advanced College's bank account before the 1st of the next month, a penalty fee of R200 will be added for that month. If debit orders are unpaid or disputed R200 penalty will be added for that month.

I / We, _____ hereby record that I/we are aware of, and agree to be bound by the terms applicable to Provisional Application as set out in the Terms and Conditions of Provisional Enrolment of Pupil and the terms and Conditions of Enrolment at Advanced College Stormvoël (PTY) Ltd, and in particular that neither I/we nor the College are obligated to enroll the prospective pupil at the College on the basis of this Provisional Application form. Furthermore I/we accept that the College reserves the right not to accept my applications or to disclose any information regarding the unsuccessful application and/or reason thereof. ALL ENROLLMENTS ARE SUBJECT TO THE CONDITIONS OF ENROLMENT FORMING PART HEREO. I/we hereby warrant, undertake and declare that: I am fully cognisant of the amount in fees payable by me to Advanced College SA(PTY) Ltd; I understand the financial implications of this to me; I am financially in a position to meet my obligations to Advanced College SA(PTY) Ltd; and I shall ensure that all fees charged shall be paid on the due dates. I furthermore grant Advanced College SA(PTY) Ltd the requisite consent, permission and authority to verify and check my credit worthiness with any credit bureau(s) of its choosing.

I choose the following home address as my domicilium citandi et executandi for delivering of any notices:

Signed at _____ on this _____ day of _____ 20____.

Signature: _____

Father / Guardian

Signature: _____

Mother / Guardian

Parents: both Mother and Father/Guardian/Other to sign) as per the above indicated person/s liability for payment of school fees, whose liability in terms hereof shall be joint and several

Signature of all Parties:

Conditions of Enrolment of Pupils at Advanced College SA(PTY) Ltd. Terms and Conditions of Provisional Enrolment of Pupil.

1. DEFINITIONS

- 1.1 'the College' shall mean Advanced College SA(PTY) Ltd.
- 1.2 'Applicant/s' shall mean the parent(s)/guardian(s)/custodian (s) or such other person acting 'in nomine officio' on behalf of the Pupil (hereinafter defined);
- 1.3 'Pupil' shall mean the individual in respect of whom an Enrolment application has been accepted by the College;
- 1.4 'Enrolment' the enrolment as a Pupil at the College in accordance with the Terms and Conditions of Enrolment and the Provisional Enrolment Application Form, together with any such other terms and conditions as may be specially agreed in writing between the parties.

2. PROVISIONAL APPLICATIONS

The College may accept Provisional Applications for further enrolment at the College in respect of any living individual eligible to attend the College. Any such Provisional Application is accepted on the understanding that neither the Applicant nor the College is obliged to enroll the prospective pupil at the College.

3. ENROLMENT APPLICATION/S

- 3.1 Order of Procedure
- 3.1.1 Initially a provisional application shall be made for a prospective pupil on the Provisional Application Form in accordance with the provisions of Clause 2.
- 3.1.2 A prospective pupil may then be invited to write an Entrance Examination set by the College or an interview or both.
- 3.2 If the pupil is subsequently offered a place at the College, this application shall be binding as the Enrolment Contract.
- 3.3 Such Enrolment Applications shall be in the form specified by the College from time to time and shall be accompanied by a deposit in the form of an Registration Fee, in an amount to be determined by the College from time to time.
- 3.4 Such Registration Fee is non-refundable in the event of the pupil not taking up their place at the College.

4. CODE OF CONDUCT

A condition of final enrolment is that both the parent(s) and the pupil sign the Code of Conduct for Learners and Parents. The Code of Conduct is a living document. The Code will be revised regularly to assess its effectiveness. This Code of Conduct is a product of input from learners and staff and has been supported by parents. It is a celebration of work done over many years at the College and it aims to instill a sense of pride within our school so that all stakeholders have a sense of ownership. The behaviour of our learners directly influences the reputation of our school as well as the smooth running of daily routine and this has necessitated the learners' Code of Conduct. Parents are urged to ensure that their children adhere to these rules. All rules apply when the children are at school, in school uniform or while they represent the school in any way.

Terms and Conditions of Enrolment.
Extract of clauses from the Enrolment Contract.

1.RELIGIOUS,EDUCATION PROGRAMME

I/we give permission for the pupil to actively participate in the religious education program of the College.

2. COLLEGE RULES AND CODE OF CONDUCT

The pupil will be subject to the College rules and code of conduct. The prevailing rules and regulations as laid out in *Annexure A* are to be complied with.

3 EXTRA MURAL ACTIVITIES

Participation in extra-mural activities and attendance at compulsory College events, as determined from time to time, and as laid down in the rules and regulations is compulsory, save and except if a pupil is excused on medical grounds. I/We hereby consent to the pupil's participation in the extra-mural activities of the College, which will from time to time be of a compulsory nature.

4. FEES

4.1 The College prepares a budget on an annual basis and based on the budget determines the fees for the ensuing year.

The fees being charged for the current academic year are as set out in the attached *annexure*.

However, fees may be subject to fluctuation arising from unexpected circumstances. Such unexpected circumstances include, but are not necessarily restricted to, changes in state subsidies paid to the College and changes to teachers' salaries. In the event of the College changing its fees in any year, notice thereof will be given to parents/guardians as soon as practically possible. Any increase in fees shall be payable to the College within the year in which the increase is determined by increasing the remaining monthly payments for that year accordingly unless the College, at its sole discretion, agrees to some other payment method.

4.2 Fees in respect of tuition are payable either:

4.2.1 Annually in advance on or before the 1st day of January of each year; or

4.2.2 Monthly in advance by debit order (unless otherwise arranged) on or before the last day of each month in respect of the twelve months January to December of each year; or

4.2.3 By other arrangement agreed to by the College and signed by parties and subject otherwise to these terms and conditions. In the case of pupils whose permanent residence is outside South Africa the full tuition fee for the year is payable before the commencement of each academic year.

4.3 A discount, as determined annually by the Board, shall be allowed in respect of fees paid annually in advance. Notwithstanding such deduction, if the fees payable increase subsequent to the annual determination as envisaged in clause 4.1, the increase in fees during the year in question shall be payable on demand.

4.4 In the event of any payment not being made on due date, interest on any overdue amount/s shall accrue at the prime overdraft rate charged by the College's bankers and prevailing from time to time.

Payments must have cleared in Advanced College SA(Pty) Ltd's bank account on or before the first day of every consecutive month. If not, a penalty fee of

R200 for that month will be added to the account of the parent. If the payments are deposited in cash and there are bank charges, the parent will have to pay those bank charges

In addition, in the event of non-payment, the College shall be entitled at its sole and absolute discretion (in addition and without prejudice to all other rights available at law), to terminate the pupil's enrolment on one month's notice, without prejudice to its rights to claim the full balance outstanding (including interest) due and payable forthwith and without notice.

5. INDEMNITY

I/We hereby indemnify the College, its employees, agents and/or successors in title, against any and/or all claims, actions, liability, proceedings, damages, costs and expenses of whatsoever nature that may arise in respect of my/our child/ward's participation in any activity of the College, including but not limited to tuition, games, sporting activities, educational and sporting tours and excursions and transport to these and between Advanced College branches provided by staff with a legal drivers licences. The College undertakes through its staff to take all reasonable precautions to ensure the safety and welfare of its pupils.

6.WARRANTIESand/or REPRESENTATIONS

No warranties and/or representations are of any force and effect, save for those (if any) stipulated herein.

7. TERMINATION OF ENROLMENT

7.1 Written notice of one (1) term is required from the parent(s)/ guardian(s)/ custodian(s) for the termination of the pupil's enrolment at the College, otherwise a full term's fee (including any increase as may have been determined as at the date of termination in terms of clause 4.1) will be charged in lieu thereof.

7.2 Notwithstanding the provisions hereof it is acknowledged that the College, through its Principal or other authorised agent, may summarily terminate the pupil's enrolment with immediate effect if the pupil is guilty of any conduct which, in the sole opinion of the College, is inconsistent with the continued enrolment of the pupil at the College

7.3 Notwithstanding the provisions hereof it is acknowledged that the College, through its Principal or other authorised agent, may give one month notice at any stage of termination of this contract. In such a case all fees paid in advance, after deduction of all amounts otherwise owing to the College, will be refunded on a pro rata basis. In his regard, I/we recognise that the decision of the Principal shall be final.

8. REGISTRATION WITH SACAI

We are registered with the exam board, SACAI (South African Comprehensive Assessment Institute) who are recognised by UMALUSI. Registration number A-1046-16. These are for Grade 10 to 12, which means they write the standard NSC exam and certificates issued by UMALUSI. Although our application as an independent school has been submitted to the department of education for Grades R to 12, with all requirements as needed, the final approval from them has not yet been given. As parents/guardians you may however appoint Advanced College as tutors until such time. This in accordance with Article 51 of the schools act.

Please note: Classes may be more than 20 children per Teache

Terms and conditions accepted by all parties:

Signature of all Parties:

Fee Structure:

Fee structure for CAPS Curriculum:

(British Cambridge Curriculum fees available on request)

1. **With CAPS textbooks:** Fee per month payable to Advanced College monthly in advance over 12 months from end December 2019 to end November 2020 (Debit order is compulsory – Debit order monthly charges – R27 per month)

<u>Grade</u>	<u>Enrolment Fee</u>	<u>Monthly Fee</u>	<u>SACAI Exam Fee</u>
Grade R	2500	2500	-
Grade 1	2500	2500	-
Grade 2	2500	2500	-
Grade 3	2500	2500	-
Grade 4	3500	3500	-
Grade 5	3500	3500	-
Grade 6	3500	3500	-
Grade 7	3500	3500	-
Grade 8	3500	3500	-
Grade 9	3500	3500	-
Grade 10	4400	4950	R150 per student
Grade 11	4400	4950	R150 per student
Grade 12	4400	4950	R320 per student R700 per subject – Non-language and non-practical subjects R860 per subject – Language and practical subjects

Optional (No textbooks – Online E-learning):

2. **E-Learning (CAPS Curriculum) – Fees payable to Think Digital College. Parents must register online:**

<http://thinkdigitalcollege.co.za>

Payment scheme: 25% deposit and 5 monthly payments via credit or debit card.

	Total	25% Deposit	Balance	5 Months
Grade R	4250	1062.5	3187.5	637.5
Grade 1-3	4500	1125	3375	675
Grade 4- 6	7000	1750	5250	1050
Grade 7-9	9500	2375	7125	1425
Grade 10	12000	3000	9000	1800
Grade 11	13000	3250	9750	1950
Grade 12	14500	3625	10875	2175
Excludes SACAI exam fees for Gr 10 to 12- see CAPS fees				

3. **Enrolment Fee:** (Non Refundable) payable to Advanced College with registration. Books excluded and to be purchased by parent.
4. **SACAI Examination fees:** Payable to Advanced College on or before 28 February 2020. Fees subject to changes by SACAI

Signature of all Parties:

5. **Monthly fee:** payable to Advanced College monthly in advance over 12 months from end December 2019 to end November 2020 (Debit order is compulsory – Debit order monthly charges – R27 per month)

7.5% Discount on School fees if all paid in advance.

2 ND CHILD in lower grade = 10% DISCOUNT ON HIS/HER BASIC TUITION FEE.

3 RD AND MORE CHILD in lower grades = 15% DISCOUNT OF HIS/HER BASIC TUITION FEE

BANKING DETAILS:

Bank : FNB
Account name: Advanced College SA (PTY) Ltd
Account number: 62727491384
Branch code: 252 445
Branch: Menlyn Maine
Use Reference: Your Child's Surname, Name and Grade

Email proof of payments to the following addresses:

CONTACT DETAILS:

Registrations: 086 126 8883 - info@advancedcollege.co.za
 Other: 072 629 9705 - francois@advancedcollege.co.za

ACADEMIC INFORMATION:

Highest grade passed: E.g. Grade _____ (Please attach certified copy)

School Grade applying for _____

Supporting documents (Important)

DOCUMENTATION: Please provide copies of

- Copy of Birth certificate / ID of student
- Copies of both parents' ID
- Proof of residence (FICA)
- Report from previous school or NCA test results
- Transfer certificate from previous school (where applicable)
- Proof of payment (Registration fee + First month's school fee upfront via EFT)
- Payslip of person/s liable for payment of school fees
- Completed debit order by person/s liable for payment of school fees (compulsory)
- If the application is successful, a Mandate for the debit order must be signed as well
-

GRADE 12 STUDENTS:

- All of the above and:
- Copies of Grade 10 & Grade 11 school reports
- Certified copy of student's ID
- Proof of Payment of Examination Fees – paid to SACAI (before March)

Signature of all Parties:

Medical/Special needs/other information needed of child:**Subjects: (Choose at least 7 subjects for Grade 10 – 12)**

1. _____	2. _____	3. _____
4. _____	5. _____	6. _____
7. _____	8. _____	9. _____

Subjects:

GRADE 4 to 6:	GRADE 7 to 9:
English (Home Language)	English (Home Language)
Afrikaans (Eerste Addisionele Taal)	Afrikaans (Eerste Addisionele Taal)
Mathematics	Mathematics
Life Orientation	Life Orientation
Natural Science	Natural Science
Social Science	Social Science
Technology	Technology
	Economic Business Science
	Arts & Culture
GRADE 10 – 12	
Compulsory Subjects:	Electives (for university exemption, choose at least 3):
English (Home Language)	Life Sciences
Afrikaans (Eerste Addisionele Taal)	Physical Sciences
Mathematics or Mathematical Literacy	Geography
Life Orientation	History
	Consumer Studies
	Business Studies
	Economics
	Tourism
	Accounting
	Hospitality Studies
	Computer Applications Technology

Text books:

A list of text books is available with registration and can be bought at any supplier or ordered through our supplier with courier cost. Pricing available on request

Please note that:

- An **estimated cost** for a Learner's Book is ± R200.00
- The Supplier's yearly price increases are usually between Feb-April each year.
- Although we provide information about the text books, it remains your own responsibility to purchase them. Advanced College is not responsible for the supplying and distribution of text books

Signature of all Parties:

DEBIT ORDER

CUSTOMER INFORMATION

Surname:	Full Names:	Initials:	☐ Mr. ☐ Mrs.	☐ Miss ☐ Ms.	Marital status :
Identity No:	Language:		Birth date:		Gender
Physical Address:	Province:			Country:	Code:
Postal Address:	Province:			Country:	Code:
Home Phone:	Mobile No:	Fax No:	Email Address:		

BANK ACCOUNT DETAIL

Bank Name:	Branch Code:	Account Holder:	Account No:	Type:	Exp Month:	Exp Year:
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EMPLOYER INFORMATION

(Please provide your salary advice and bank statement)

Employers Name:					
Employer Address:			Country:	Code:	
Contact Person:	Work Phone:	Fax No:	Email Address:		
Department:	Pay Day:	Job Description:	Employee No:	Disposable Income:	Salary Frequency:

The above information is true to the best of my knowledge. I understand that I am financially responsible for any balance. I also authorize to release any information required to process my application.

Signature

Date

TERMS AND CONDITIONS

Signature of all Parties:

1. I declare that the application detail above is true and correct and bind myself to these terms and conditions. The address above serves as my domicilium citandi et executandi for the purposes of any notice in terms of this agreement. I acknowledge that the Service provider will render goods and/or services to me from time to time and that the Service provider will furnish me with monthly invoices, for goods and/or services rendered. The invoice amount will be collected from my bank account, under the terms and conditions agreed to in this agreement.
I hereby acknowledge that:
 - 1.1 The terms and conditions hereunder have been explained to me and I understand the consequences of the agreement;
 - 1.2 I have had an opportunity to read the agreement;
 - 1.3 I have received the goods or services in good order.
 - 1.4 The application detail completed forms part of these terms and conditions;
2. **Repayment Schedule**
I accept and agree that invoices made out for goods and/or services rendered to me, by the service provider, or quotations or repayment schedules accepted by me, sets out the payment information relating to the agreement and must be read as part of this agreement. I also agree that should I default on any payment as set out in invoices or quotations or repayment schedules accepted, attached, that this whole agreement will become arrears and that this agreement will fall under incidental credit agreements, as envisioned in the National Credit Act of 2005.
3. **Consent**
The Customer consents to the service provider to obtain and supply any information from or to any credit bureau and his employer inter alia, without derogating from the generality hereof, details pertaining to the Customer's salary, employment, residential address and best contact details. In the event of the Customer being married in community of property, and the Customer's spouses consent is required in respect of this agreement, the Customer warrants that his/her spouse requisite consent, if any, will be provided within a reasonable period after a request is made by the Service provider for same to be provided. The Customer indemnifies the Service provider against any loss or damages it may suffer as a result of a failure to provide such aforesaid consent.
4. **Statements**
The Service Provider shall supply the Customer with a copy of the duly executed agreement or, in the case of an electronic or telephone originated agreement a copy of the transcribed agreement. The Service Provider shall provide a statement of account to the customer on or before the last day of every third month for the duration of the agreement, which the Customer agrees to. The Customer agrees to collect the statement in person by the Service Provider at the business premises of the Service Provider or to be fax to the Customer at an arranged fax number.
5. **Marketing**
The Customer consents that the Service Provider, its affiliates, associates and subsidiaries may send advertising and promotional material by email, SMS (Short Message System) to his/her computer, cellular telephone as provided herein. The Customer furthermore consents to the Service Provider sending SMS's to him/her with regards to his/her outstanding balance(s), when his/her installment is due and payable, when he/she is in arrears with his/her payments and related matters. Should the Customer wish to unsubscribe from such messages, the customer will contact the Service Provider.
6. **Early Settlement**
 - 6.1 The Customer is entitled to settle the Agreement at any time, without advance notice to the Service Provider;
 - 6.2 If the account is in default, the amount required to settle the agreement shall be the total of the following amount:
 - 6.2.1 the unpaid balance of the principle debt up to the settlement date;
 - 6.2.2 The unpaid interest charges up to the settlement date; and a monthly administration fee of 50.00 (fifty) rand for each month in arrears;
 - 6.2.3 All other fees, charges and insurance payable by the Customer to the Service provider up to the settlement date;
7. **Consumer's right to terminate the agreement**
The Customer may terminate this agreement at any time by paying the settlement amount due to the Service Provider, in accordance with paragraph 6 above and by requesting the service provider to close the customer's account, in writing.
8. **Service Provider's right to terminate the agreement**
 - 8.1 The Service Provider reserves the right, in terms of section 123 of the Act, to terminate this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act, which proceedings may result in a Court of law enforcing the repayment of the Customer's outstanding obligation in terms of this Agreement. Any judgment of such Court, as aforesaid, shall be recorded by credit bureau available to other service providers.
9. **Penalty Interest on arrear amounts**
Should the Customer default and / or fails to pay any amount on the due date thereof, then same shall attract penalty interest as calculated in 9.1 below:
 - 9.1 the Customer shall be liable for and pay interest, calculated on the total amount which is payable but is unpaid at the same rate as set out in the National Credit Act, for Incidental credit transactions, from the date of default to date of payment in full; and
 - 9.2 the full outstanding balance of the capital together with total cost of credit charges (including any unpaid accrued interest) and 34 (thirty four) percent debt collection fee shall, at the sole discretion and instance of the Service Provider, immediately become due, owing and payable;
10. **Payments**
Payments will be allocated firstly towards payment of any due or unpaid interest, thereafter any due or unpaid fees or charges (including legal costs, if any) and lastly the capital. I hereby authorize the Service Provider to debit funds for collection on my bank account as set out in this agreement under the terms and conditions as agreed in this agreement.
11. **Breach of Agreement**
If the Customer is in default for at least 20 days, subject to 10 days written notice as contemplated in Section 129 (1) or 86 (9), the Service Provider may approach the court for an order to enforce the agreement including a claim for all outstanding amounts and / or damages. The Customer agrees to pay all reasonable costs of the collection of payments and further agrees to pay all legal costs on an attorney and client scale caused by his/her default including debt collectors' costs and tracing fees.
12. **Complaints**
Complaints may be directed to the Service Provider at the contact details provided in the Agreement, or to the National Credit Regulator at (011) 554-2600.
13. **Cession**
The Service Provider has the right on written notice to the Customer to transfer (cede and assign) all the Service Provider's rights and obligations in this agreement to a third party and the Customer will then pay the third party instead of the Service Provider.
14. **Entire Agreement**
This agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supersedes all representations, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall be of any force and effect unless contained herein. No indulgence, extension of time, relaxation or latitude which the Credit Supplier may show, grant or allow to the Customer shall constitute a waiver by the Service Provider of any of its rights and the Service Provider shall not thereby be prejudiced or stopped from exercising any of its rights against the Customer which may have then already arisen or which may thereafter arise, and / or applying / enforcing the terms of this agreement. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively. Should any provision or portion of this Agreement be unenforceable by law, void or voidable, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effect.

Signed at: _____ on date: _____

Signature of Service Provider or Authorized Representative

Signature of Customer

Signature of all Parties:

COST TO CLIENT AGREEMENT AND MANDATE**Recorded**

This signed Authority and Mandate refers to the agreement between customer and the service provider. It is duly recorded that this agreement serves as a contract entered into between the Customer and RENT PAY and also stipulates the recovery of Service Provider Fees from the Customer, where the discretionary Service Provider Fee recovery option is activated / selected. Separately, the Customer has entered into an Agreement with the Service provider and has instructed ACPAS to process the Customer's payment obligations for the benefit of the Service provider. This Service Fee recovery contract is facilitated by the Service provider on behalf of RENT PAY and in terms of this contract RENT PAY is entitled to a Service Provider Fee for the processing of every payment obligation by the Customer as contained in this contract. The Customer agrees to payment of such Service Provider Fees, subject to the terms and conditions set out in THIS CONTRACT.

In terms of the Contract between Customer and RENT PAY, the Customer agrees:

The Customer acknowledges and agrees to the payment obligations of fees to RENT PAY of R25 (twenty five rand) per payment instruction, under the terms and conditions set out in this contract; (All pricing is subject to an annual pricing review on the 1st of July)

1. This contract excludes all credit costs and obligations between Customer and the Service Provider as contained in the Agreement between the customer and the service provider;
2. The Customer acknowledges and agrees that both the Credit obligations as well as the Fees, as stipulated separately in this contract and the agreement between the customer and service provider, will be processed as one single transaction.
3. The contract excludes all bank charges agreed to between the Customer and his/her bank.

Authority

I/We hereby instruct and authorize you the issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in this contract and the Agreement, between the customer and service provider and commencing on the date of signature and continuing until the Authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 (twenty) ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. The individual payment instructions so authorized to be issued must be issued and delivered as set out in the agreement between the customer and service provider, between the first and thirty first of each month.

In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be scheduled for the preceding ordinary business day, or alternatively, the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I/We understand that the withdrawals hereby authorized will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. (This reference number, if provided to you should enable you to identify the Agreement / Contract.) I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above mentioned bank as if the instruction had been issued by me/us personally.

Cancellation

I/We agree that although this Authority as mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

Assignment

I/We acknowledge that his authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party

Signed at _____ on this _____ day of _____

Signature: _____

Service Provider Signature (on behalf of RENT PAY)

Customer Signature

Signature of all Parties:
