

---

## Pre-Agreement Disclosure

---

### Agreement Type: Credit Facility

### Combined Small and Intermediate Credit Agreement

Entered into between:

**Milpark Business School**  
**NCR Registration number: NCRCP3579**  
**Cnr Landau Terrace & Main Road East**  
**Melville Ext 2**  
**2006**

And

**Applicant's name** : \_\_\_\_\_

**Applicant's ID number** : \_\_\_\_\_

**Applicant's Physical address** : \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 1. Payment Schedule and Payment

1. The payment schedule (being a copy of the quote setting out the prescribed information) attached hereto sets out the information relating to the credit extended and must be read as part of this agreement. This payment schedule sets out the frequency of payments, the number of payments, and the date of the first and last payments.
2. The applicant will be provided with an invoice upon acceptance by Milpark Business School of the application for enrolment and approval by Milpark Business School of the applicant's application for credit.
3. The fees and other charges payable and payment terms for programmes will be reflected on the invoice which shall be based on and correspond with the amounts reflected on the quotation.
4. The applicant hereby agrees to pay the fees and other charges reflected on the invoice to Milpark Business School.
5. The quotation specifies the following amounts payable by the applicant:
  - i) the registration fee and deposit (both of which are payable prior to and as a pre-requisite to registration);
  - ii) the principal debt (comprising the balance of the tuition fees and book/note fees);
  - iii) interest payable by the applicant.
6. The deposit shall be refunded to the applicant:
  - i) if the applicant's application for enrolment or credit is unsuccessful; or
  - ii) if the programme that the applicant applies for is cancelled by Milpark Business School.
7. Notwithstanding anything to the contrary contained herein, if this agreement requires the payment of an amount which is in excess of the amount permitted by the National Credit Act (hereafter referred to as the NCA), the amount in question shall be deemed to be the maximum amount permitted by the NCA.

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

\_\_\_\_\_  
Sign here ↑

8. A registration fee in the amount indicated in the quotation shall be payable by all full-time and part-time applicants.
9. Milpark Business School reserves the right to withhold examination results and access/egress to its campus until outstanding accounts are settled in full.
10. Milpark Business School shall be entitled to cede its right to recover payments from the customer to a finance house or any other person. The applicant hereby consents to such cession.

**2. Statements**

In accordance to Section 108 Milpark Business School will issue periodic statements of account. These statements will be issued monthly and will be mailed to the last know address supplied by the applicant.

**3. Default administration costs**

Milpark Business School shall be entitled to recover default administration costs under the circumstance specified in clause 5, in each instance in an amount equal to the maximum amount which Milpark Business School is entitled to recover in terms of the NCA but subject to the provisions of section 101(1)(f) of the NCA.

**4. Applicant's right to rescind/terminate the agreement**

**5**

**5.1 Full-time Degree and Diploma Applications**

Unless a applicant completes his/her diploma or degree at the end of an academic year, his/her enrolment at Milpark Business School shall be renewed on the latest enrolment terms and procedures and at the then applicable tuition and other fees customarily payable by applicants in respect of the short course/certificate/diploma/degree in question, subject to Milpark Business School and the applicant concluding a new credit agreement in respect thereof at that time.

**5.2 Full Cancellation**

- 5.2.1 Stage One students: Once accepting the offer of placement on the programme, all cancellation regulations as described here forth become applicable.
- 5.2.2 Stage Two students or students re-registering: All cancellation regulations become applicable upon signing the re-registration form.
- 5.2.3 A student shall advise Milpark Business School in writing of his/her intention to cancel his/her registration in full or in part. No cancellation of registration, in full or in part, shall be in force or effect without written confirmation thereto by the Deputy Director: Academic Affairs at Milpark Business School. No cancellations can be accepted by any member of the academic staff.
- 5.2.4 All student registrations are for the full Stage of the MBA registered for.
- 5.2.5 A student who cancels his/her registration shall normally incur financial liability in terms of fees according to the following table:

Date of receipt of written notification of cancellation	Full Cancellation
Provided no course material dispatched and more than 14 working days before the closing registration date and cancellation notice received in writing	No financial liability *
If course material dispatched and / or within working 14 days of the receipt of the enrolment but before the closing date of registration (whichever comes first)	Liable for 40% of total tuition fees
If after the closing date of registration	Liable for full fees

\* Registration fees are non-refundable.

If a student is registered provisionally, pending submission of outstanding documentation, his registration shall be cancelled if the outstanding documents are not submitted by the date stipulated in the provisional acceptance letter. No requests for cancellation will be considered after the closing date of registration.

I acknowledge that I have read and understood the above terms and conditions, and herby, sign this page as proof thereof. Sign here ↑

All written notifications of cancellation must be either delivered in person or sent by registered mail to:

Milpark Business School does not accept responsibility for faxed or emailed cancellations not received.

The Deputy Director: Academic Affairs  
MILPARK BUSINESS SCHOOL  
PO Box 91714  
Auckland Park  
2006

### **5.3 Transfer from one Milpark Business School Programme to Another**

5.3.1 A learner's registration may be transferred as a whole from one programme to another within Milpark Business School and be exonerated from liability for the full Milpark Business School fee provided that no course material has been dispatched. Milpark Business School must be informed in writing with written notification of receipt of such transferal. A request for transferal will not be considered subsequent to the dispatch of course material. Only the Academic Committee can approve or decline requests for transferals.

### **5.4 Deferral of Programmes**

A deferred assessment may be granted to a student at no cost who has been prevented from taking the assessment or has been unable to complete the assessment as a result of illness, direct personal circumstances or the serious illness or death of a relative on the day of/or immediately before or during the assessment. The students' applications must be received by the Academic Committee within **10 (ten) working days from the date on which s/he should have written the assessment** of the module concerned. Applications for deferred assessments must be accompanied by original documentary evidence giving full details as to why the student was prevented from writing the assessment. A deferral charge of R1,150.00 ( One Thousand one hundred and fifty Rand) will be levied against the applicant as a pre-condition to Milpark Business School approving the application for the deferral.

### **6. Applicant's right to terminate on Early Settlement**

**6.1** An applicant may terminate a credit agreement at any time by paying the settlement amount to Milpark Business School, in accordance to section 125 of the NCA without advance notice.

**6.2** The amount required to settle the agreement is the total of the following amount:

- i) the unpaid balance of the principal debt at that time,
- ii) the unpaid interest and all other fees and charges payable by the applicant to Milpark Business School up to the settlement date.

### **7. Milpark Business School's right to terminate the agreement**

Milpark Business School shall be entitled to act in accordance with and subject to the provisions of section 123 of the NCA should the applicant default under its obligations in this agreement. Upon the termination of this agreement the applicant (or the student, where the applicant is not also the student) shall not be entitled to attend any further lectures or receive tuition or write examinations in respect of the programme to which this agreement relates. Where tuition fees are payable to Milpark Business School in instalments, the failure to pay any single instalment timeously will result in the full balance becoming immediately due and payable without further notice.

### **8. General:**

- a. The applicant (or the student, where the applicant is not also the student) shall not, by reason of his/her failure to attend lectures, be entitled to a reduction in fees, nor will it absolve the applicant from full liability for the payment of fees and other charges.
- b. No consensual or other cancellation of this contract shall be of any force or effect without written consent thereto by an authorised director or officer of Milpark Business School.

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

Sign here ↑

- c. The right to attend lectures and write examinations is not transferable. Accordingly, the applicant (or the student, where the applicant is not also the student) shall attend all lectures in person and shall be the only person entitled to write examinations in respect of the subjects forming part of the Milpark Business School programme for which the applicant (or the student, where the applicant is not also the student) has enrolled.
- d. The applicant accepts that Milpark Business School shall have the right to vary the programme syllabus at any time, without prior notification and without furnishing reasons therefore. Milpark Business School shall further have the right to alter timetables and programme commencement dates at its own discretion, on written notice to the applicant.
- e. Milpark Business School shall have the right in its sole discretion, to postpone or cancel tuition in any programme initially advertised and offered, on the basis of insufficient demand. Milpark Business School shall be entitled to combine classes of a similar academic level and content.
- f. Milpark Business School shall be entitled to create and apply rules (including due performance requirements), and the applicant hereby agrees to be bound by such rules. Milpark Business School shall be entitled to exclude the applicant (or the student, where the applicant is not also the student) from lectures and examinations (without in any way detracting from the right of Milpark Business School to recover fees payable), and to withhold a applicant's examination results (or the student's examination results) where the applicant is not also the student) or to terminate the applicant's enrolment (or the student's enrolment, where the applicant is not also the student) should the applicant or the student, as the case may be, fail to comply with any such rules or the terms of this agreement.
- g. The applicant shall be liable for all costs incurred by Milpark Business School, including but not limited to attorney and client fees, collection charges and tracing charges in enforcing the obligations of the applicant under this agreement, to the maximum extent permitted by the NCA.
- h. The fees and other charges reflected on the invoice do not include external institute membership fees, external university fees, external examination fees, text books, stationery or other items, which shall be for the account of the applicant. Furthermore, it shall be the applicant's responsibility to bear the cost of transport and specialised consumables used during the programme, including but not restricted to specialised stationery, stock or any other materials.
- i. The applicant (or the student, where the applicant is not also the student) is responsible for ensuring that he/she has been properly registered with any relevant external institute or examining body, where applicable, and that he/she (or the student, where the applicant is not also the student) has been registered for examinations with such institute or body.
- j. In the case of an extraordinary event or circumstance beyond the control of the parties, such as war, strike, riot, crime, act of God (e.g., flood, earthquake, volcano), Milpark Business School shall be entitled to suspend lectures and temporarily close any campuses affected thereby. The applicant shall not by reason of such suspension or closure be entitled to terminate this agreement or to claim a refund of fees paid or a reduction on fees payable or any compensation from Milpark Business School.
- k. No relaxation, variation, or indulgence granted by Milpark Business School to the applicant shall constitute a waiver of any rights vesting in Milpark Business School in terms hereof, and no reliance may be placed by the applicant or other signatory hereto or any statement or representation (whether oral, tacit or otherwise) not contained herein.
- l. All correspondence must be by way of registered mail or by hand delivery to Milpark Business School's premises. All correspondence must be received and signed for by Milpark Business School prior to the applicable cut-off date as stated elsewhere in this agreement.
- m. In the event of the signatories to this agreement, other than Milpark Business School, having completed this form incorrectly, or the payment details herein not being in accordance with the requirements of Milpark Business School, Milpark Business School shall be entitled to reject the applicant's application or to require the applicant to complete a new application.
- n. Any applicant who receives a promotional item as a result of this enrolment contract, hereby acknowledges that Milpark Business School is not responsible for any repairs, service issues, warranties or performance in relation thereto. These must be referred to the promotional item manufacturer, service provider, network or agent(s) thereof, as the case may be.
- o. The applicant accepts, as stipulated in the Milpark Business School Assessment Policy (which shall be deemed to form part of this agreement) that as part of the assessment of the programme, the applicant (or the student, where the applicant is not also the student) must fulfil certain academic requirements which may include (but are not limited to) the completion and/or sign-off of a Portfolio

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

Sign here ↑

of Evidence or other forms of assessments. The applicant understands that submission of any academic work should be the intellectual work of the applicant (or the student, where the applicant is not also the student). Should submission of any academic work not be that of the applicant (or the student, where the applicant is not also the student), it will constitute fraud which may result in the expulsion of the applicant (or the student, where the applicant is not also the student).

- p. Milpark Business School is providing enrolment forms and results letters electronically under certain circumstances. The parties recognize that data, documents and other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The definitive version of the documents in question is either the original printed version held by Milpark Business School's Consultants or, where appropriate, the electronic version on Milpark Business School's website. Milpark Business School shall not be held liable for incorrect use of the data described or information contained on these pages.

## **9. Address for receiving of documents**

Milpark Business School and the applicant respectively choose as their addresses for service of legal documents the addresses listed at the top of this agreement. Any party to this agreement may change its address by delivering to the other party a written notice of the new address in the manner specified in the NCA.

## **10. Interest and Penalty interest**

1. The interest rate is fixed at 18.00% per annum.
2. Milpark Business School shall be entitled to charge arrear interest on all overdue amounts payable in terms of this agreement, at the same rate of interest applicable to the agreement, as set out in 1 above.

## **11. Credit approval**

This contract shall be conditional on Milpark Business School confirming in writing to the applicant that the applicant meets Milpark Business School's credit criteria which form part of its risk management and underwriting practices. Such confirmation shall be deemed to have been given to the applicant on receipt by the applicant of the invoice. The applicant acknowledges that the NCA prescribes certain processes and formalities in relation to the applicant's application for credit in terms of this agreement and the applicant undertakes to fully comply with all steps aimed at complying with such processes and formalities.

## **12. Legal Declaration and Indemnity**

1. Neither Milpark Business School nor any official employee or representative of Milpark Business School acting in his/her capacity as such shall be liable for any damage arising out of:
  - i) the death, bodily harm, loss of health or illness of any applicant howsoever caused; and
  - ii) the destruction of or damage to any property owned by or in the custody of any applicant, howsoever caused.
2. The applicant hereby indemnifies Milpark Business School against any claim made (whether for damages, costs or otherwise) against Milpark Business School in respect of any damage arising out of any action and/or omission of the applicant and/or the student (where the applicant is not also the student).

## **13. Exam venue**

Once a learner has registered for his/her examination date, the exam venue may not be changed. Only under exceptional circumstances can an application be made to the Academic Committee for change of an examination venue. This application must be accompanied by a proof of payment of R275. No applications will be considered after the close of registration date.

## **14. Incorrect registration**

Should a learner register for the incorrect module, the student has 10 (ten) working days from date of dispatch to contact the Milpark Business School offices in order to change the module. Milpark Business School must be informed in writing with written notification of acceptance of such. The additional courier costs are to be carried by the learner.

## **15. Close of registration**

NO registrations will be accepted after the close of registration for a specific exam assessment date. The learner who misses registration for an assessment will be placed onto the next examination

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

\_\_\_\_\_  
Sign here ↑

assessment date for that course / module. No changes to registration details or appeals will be considered subsequent to this date.

**17. Workshops**

Milpark Business School shall have the right at its sole discretion, to postpone or cancel workshops in any course/ programme initially advertised and offered, on the basis of insufficient demand. Milpark Business School further reserves the right to combine classes of a similar academic level and content; Milpark Business School reserves the right to amend the timetable without notice.

**18. Minor students**

1. Where the student to be enrolled with Milpark Business School in accordance with this agreement is a minor, the applicant representing such minor student hereby:
  - i) acknowledges that he/she understands the provisions of this agreement;
  - ii) declares that he/she knows that, should the student during his/her attendance at Milpark Business School, undergo training in any workshop, laboratory or any other place of training or attend any excursion, event or sporting activity whether within or without Milpark Business School's premises, the student may be exposed to risks to life, or to bodily injury, or to health or illness or of damage to property, or personal liability therefore and that in the full knowledge thereof, he/she hereby grants his/her consent thereto and agrees that he/she and/or the student, as the case may be, shall bear all the risks involved in such training, excursion, exercise, event or sporting activity;
  - iii) acknowledges that the cost of transport to and from such training, excursion, exercise, event or sporting activity shall be for his/her account;
  - iv) acknowledges that he/she has familiarised himself/herself with the documentation comprising this agreement (referred to in clause 15.3 below) and certify that the information given in this form is accurate and complete in all respects;
  - v) acknowledges that he/she is aware that the student must satisfy the requirements of due performance as laid down by Milpark Business School, and the relevant conferring body or institute as the case may be. Such due performance includes but is not limited to the signing-off (by the applicant) of a Portfolio of Evidence and/or other forms of assessments;
  - vi) agrees that Milpark Business School may communicate directly with the conferring body/institute on his/her behalf and that, as such, all correspondence from the institute/conferring body to him/her may be sent directly to Milpark Business School;
  - vii) undertakes that the minor will not seek or attempt to seek to amend or cancel his/her enrolment in any manner whatsoever without first informing Milpark Business School in writing of such proposed amendment or cancellation and without first securing Milpark Business School's written consent thereto;
  - viii) (where there are more than one applicant representing the student) hold themselves responsible jointly and severally for the payment in full of all fees and other charges set out in the invoice and as contemplated elsewhere in this agreement (including legal costs as set out above) as and when they fall due for payment.
2. The applicant hereby:
  - i) assists the student in all respects in making this enrolment and acknowledges that the applicant shall be bound by all the provisions of this agreement;
  - ii) consents to the student attending the programme specified in the invoice subject to the provisions of enrolment herein contained.

**19. Applicant who is a student**

In the case of a applicant who is the student, the applicant hereby:

1. declares and warrants that he/she is a major and has full capacity to act;
2. acknowledges that he/she understands the provisions of the declarations above and holds him/herself bound thereby and by all other provisions of this enrolment and by the rules and procedures of Milpark Business School in force from time to time; and

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

\_\_\_\_\_  
Sign here ↑

3. declares that he/she has read and understood and accepts the contents of this contract of enrolment.

## **20. National Credit Act and Interpretation**

1. All references in this document to the NCA are references to the National Credit Act (Act no. 34 of 2005) as amended from time to time and the regulations promulgated thereunder.
2. Notwithstanding anything to the contrary contained in this agreement the parties acknowledge and agree that the provisions of this agreement and the rights and obligations of the parties flowing from this agreement shall in all respects be subject to the provisions of the NCA and regulations promulgated thereunder. In the event of a conflict between the provisions of this agreement and the NCA and such regulations:
  - i) the NCA and the regulations shall apply;
  - ii) the provisions conflicting with the NCA shall be disregarded and shall be deemed to be severable from the remaining provisions of this agreement; and
  - iii) the remaining provisions of this agreement shall continue to govern the relationship between the parties.
3. The contents of this enrolment form, pre-agreement disclosure, quotation and invoice collectively constitute the contract of enrolment between the applicant and Milpark Business School. All references herein to "the agreement" or "this agreement" are accordingly to be construed collectively as references to the foregoing documentation. (All policy documents can be inspected at any office of Milpark Business School).

## **21. Miscellaneous Rights of Applicant**

The applicant's attention is drawn to the following rights that are afforded to the applicant in terms of the NCA, namely that he/she is entitled:

1. to contact any credit bureau used by Milpark Business School and to inspect any file, register or information concerning the applicant held by such credit bureau;
2. to challenge inaccurate information held by such credit bureau and require it to be corrected in the manner contemplated in section 72 of the NCA;
3. to submit a complaint concerning an alleged contravention of the NCA to the National Credit Regulator, in terms of section 136 of the NCA;
4. as an alternative, to refer the complaint to alternative dispute resolution in the manner contemplated in section 134 of the NCA;
5. to make an application to the Tribunal in terms of section 137 (3) of the NCA;
6. to apply to a debt counsellor to have himself/herself declared over-indebted, in the manner contemplated in section 86 of the NCA, and thereafter follow the steps set out in section 86 in relation to such application. These steps include the requirement that the applicant must comply with the reasonable request by the debt counsellor to facilitate the evaluation of the applicant's state of indebtedness and the prospects for responsible re-arrangement. The applicant must participate in good faith in the review and in any negotiations designed to result in responsible debt re-arrangements. The debt counsellor will determine whether the applicant appears to be over indebted and, if the applicant seeks a declaration of reckless credit, whether any of the applicant's credit agreements appear to be reckless. The debt counsellor will then follow the steps prescribed in terms of section 86(7) of the NCA.

## **22. Information Sharing Practices**

The applicant hereby confirms that Milpark Business School may perform the following actions in relation to the applicant (but subject to the provisions of the NCA):

1. Conducting a credit search on the applicant's credit profile with one or more of the registered credit bureaus when assessing the applicant's application for credit.
2. Monitoring the applicant's payment behaviour by researching his/her profile at one or more of the credit bureaus.

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

Sign here ↑

3. Using new information and data obtained from credit bureaus in respect of the applicant's credit applications.
4. Recording and transmitting details of how the applicant has performed, and how the account is conducted by the applicant in meeting his/her obligations on the account.
5. Transmitting to the credit bureaus data about the application, opening and termination of the applicant's account.

The applicant is hereby notified of the name and contact detail of the credit bureau to which Milpark Business School provides information, as follows:

**TransUnion - Johannesburg (Head Office)**

Wanderers Office Park, 52 Corlett Drive, Illovo, 2193

PO Box 4522, Johannesburg, 2000

Tel: 011 214-6000

**Experian - Johannesburg (Head Office)**

Experian House  
The Ambridge Office Park, Vrede Avenue, Douglasdale

Tel: +27 (0) 11 799 3400

Fax: +27 (0) 11 463 3988

**XDS - Johannesburg (Head Office)**

11-13 St. Andrews  
Oakhurst Building, Parktown, Johannesburg

Tel : (011) 645 9100

Fax : (011) 484 6588

Email : info@xds.co.za

The applicant is further notified of the fact that information on non-compliance with the terms and conditions of this credit agreement will be transferred to the credit bureau and that the credit bureau provides a credit profile and possibly a credit score on credit worthiness on the person subject to the record.

**23. Contact details of National Credit Regulator and Tribunal**

Physical Address:  
127-15<sup>th</sup> Road  
Randjespark  
Midrand

Switchboard: 011 554 2600  
Toll share: 0860 627 627  
0860 NCR NCR

**24. Accompanying documents**

The following material must accompany this application, namely:

1. certified copy of the front page of applicant's identity book (if a South African citizen);
2. certified copy of front page of identity and/or passport book of person(s) responsible for payment of account;
3. certified copy of applicant's study permit and front page of passport (if not a South African citizen).

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof.

\_\_\_\_\_  
Sign here ↑

4. where applicable, certified copy of Matriculation (Grade 12) Certificate, or symbols, or School Leaver's Certificate. If the applicant is awaiting matriculation results, these must be furnished as soon as they become available;
5. academic record and certificate of good conduct, should the applicant be transferring from another tertiary education institution or examining body to Milpark Business School;
6. confirmation of institute enrolment where applicable;
7. if a payment option other than cash is selected, the applicant must submit proof of income, being in respect of permanently employed persons the most recent salary advice or 3 (three) months bank statements for self employed persons; and
8. supporting documentation, should the applicant require additional time for examinations.

**25. Declaration of authenticity**

Each student enrolled with Milpark Business School is expected to submit his/her own, unaided work. By signing the terms and conditions upon registration with Milpark Business School, you acknowledge that the work presented by you is your own, original work and also acknowledge that you understand what plagiarism is and accept what the consequences of plagiarism are. Students who commit plagiarism will face disciplinary action being taken against them.

The applicant acknowledges that this agreement shall only come into force once the enrolment form is duly completed, the correct documentation is attached and an invoice is issued to the applicant upon payment of the required registration fee and minimum required deposit.

\_\_\_\_\_  
 Signature of Applicant  
 (where the applicant is married in community of property or in terms of the Recognition of Customary Marriages Act, No. 120 of 1998, the spouse of the applicant must co-sign the agreement)

Signed at \_\_\_\_\_ on \_\_\_\_\_  
 (place) (date)

\_\_\_\_\_  
 for Milpark Business School (Pty) Ltd

Signed at \_\_\_\_\_ on \_\_\_\_\_  
 (place) (date)

I acknowledge that I have read and understood the above terms and conditions, and hereby, sign this page as proof thereof. \_\_\_\_\_ Sign here ↑