



TERMS AND CONDITIONS:

The signatories to this contract agree to the following terms and conditions of Registration with the Institute of Fitness Professionals herein afterwards referred to as 'Fitpro'.

1.1. Financial

1.1.1. The signatories acknowledge that they will be jointly and severally liable to Fitpro for the full tuition fees as detailed in the registration contract, subject to the terms and conditions set out below, and that they have sufficient funds to meet the financial commitments herein.

1.1.2. Payment of course fees in full includes course material, manual, lectures and examinations (Excluding re-examinations and extra tuition).

1.1.3. Any failure by the student to attend lectures will not reduce liability for the full contract amount.

1.1.4. The deposit (where applicable) and course fee, is non-refundable.

1.1.5. Fitpro will only complete the registration process once the deposit/registration fee, where applicable, has been paid in full.

1.1.6. Deposits will secure your place on the course and are non-transferable.

1.1.7. This contract may not be cancelled unless.

1.1.7.1. The student fails to satisfy the entrance requirements of the applicable external provider or examining body or Fitpro, or

1.1.7.2. insufficient registrations are received by Fitpro to justify, at Fitpro's sole discretion, the running of the programme/course/workshop for which the student has registered.

In the event of 1.1.7.1 or 1.1.7.2 above, Fitpro will refund all monies calculated as due and payable in terms of the Cancellation Policy of Fitpro.

1.1.8. Should any monies due under this contract not be paid on the due date, the student may be excluded from (i) attending further lectures, (ii) access to the Campus and all other associated facilities, and (iii) graduation until such time as all monies due have been paid in full. This is without prejudice to any other rights of Fitpro. Exclusion, as set out above, will not relieve the signatory/ies of any obligation to pay the full fees as detailed in this registration contract.

1.1.9. Fitpro reserves the right to withhold the student's examination or any other assessment results until such time as all outstanding monies have been paid in full.

1.1.10. The signatory/ies will remain liable for all expenses incurred by Fitpro as a result of any breach on his/her/their part of this contract and acknowledge that this may include legal, tracing and collection costs.

1.1.11. Supplementary and re-examinations will incur additional costs.

1.1.12. All course fees are due on the first day of a programme/course/workshop unless a payment plan has been drafted by Fitpro and signed by both parties.

1.1.13. Should the course not be completed in the required time, a re-registration fee will be charged.

1.1.14. The accounts department of Fitpro will be informed immediately, in writing, should the signatory/ies hereto change address, or should the student change his/her module(s) or programme(s), subsequent to submission of the registration documentation.

1.1.15. Should the course not be completed in the required time, a re-registration fee will be charged.

1.2. Indemnity

1.2.1. Fitpro or any of its representatives shall not be liable for any loss or damage, howsoever sustained while the student is registered at Fitpro. The signatory/ies hereby indemnify Fitpro against all and any claims made by any person whatsoever in respect of any damage arising out of any grossly negligent or intentional acts or omissions by any employee, representative or student of Fitpro.

1.2.2. The signatory/ies accept liability for damage to Fitpro's property, injury to, death of any student, or loss or damage to personal effects and possessions of other students as a result of the actions of the student whilst the student is on site and they hereby indemnify Fitpro accordingly.

1.2.3. All signatories to the contract.

1.2.3.1. Consent to the student participating in the activities of Fitpro, whether conducted on the campus premises or off campus, including but not limited to, games, social and sporting activities and tours and excursions of vocational educational, social, sporting or general interest;

1.2.3.2. Understand and accept that such activities shall be undertaken at the student's own risk and undertake on behalf of themselves, their spouses, executors and the student to indemnify, hold harmless and absolve Fitpro, its associated companies and its employees and representatives, acting in such capacity, against all and any claims whatsoever which may arise in connection with any loss, damage or injury to the person or property of the student in the course of such activities;

1.2.3.3. Confirm that in the event of the student being injured whilst participating in any activity, an employee or representative of Fitpro is hereby authorized to attend to such injury and to act in loco parentis and to consent to any medical treatment on behalf of the student should consent be required for medical reasons on an urgent basis and should it not be possible for the parents to be contacted timeously.

1.3. General

1.3.1. The signatory/ies warrant that the information submitted on the application form and registration contract is both true and correct. The student and other signatories hereby confirm that they have read and agree to abide by Fitpro's rules and regulations as set out herein.

1.3.2. Fitpro reserves the right to cancel and/or amend certification, programme syllabi, commencement and termination dates and timetables without prior notice, to accommodate changing circumstances.

1.3.3. Fitpro, at its sole discretion, may combine classes of similar academic level and content or cancel tuition in any programme/course/workshop or module advertised and offered, on an insufficient demand basis.

1.3.4. The onus remains on the student to ensure that he/she is registered for the correct subject(s) /module(s), programme, workshop or qualification. The student must familiarize himself/herself with the registration requirements, subject selection criteria, rules, regulations and prospectus. Accordingly, the signatories, and

more specifically the student, warrant that they have investigated the programme concerned to their satisfaction prior to the signing of this contract.

1.3.5. The signatory/ies acknowledges that they are aware of who the conferring body is for the qualification or programme of study and the associated level of accreditation in accordance with the relevant accrediting bodies under South African law for which the student registers as well as any particular information in relation to accreditation and registration.

1.3.6. Fitpro may from time to time change and/or amend Fitpro rules and regulations deemed necessary relating to course attendance, student conduct and other related matters.

1.3.7. The student hereby confirms that he/she has acquainted him/herself with, read and agrees to abide by the content of the Fitpro's student rules/regulations and code of conduct in general as well as to the course/programme/workshop or qualification for which the student is registering and that for the entire duration of the student's study, the student commits to abide by these rules and regulations as well as to any additional rules and regulations that Fitpro may introduce from time to time.

1.3.8. Any violations of academic integrity by the student including, but not limited to, cheating or plagiarism, will result in disciplinary action being instituted against the student which could result in expulsion.

1.3.9. In the event of an act of God, war, insurrection, industrial unrest, natural disasters or other such events that may cause the temporary cessation of tuition or classes, Fitpro shall make every endeavor to resume lectures as soon as is practically possible, however no guarantees can be made in this regard.

1.3.10. Fitpro has the right to view and obtain the student's results from external examining bodies when and where required.

1.3.11. The student cedes and assigns to Fitpro, his or her rights and title to any intellectual property that may be created in the course of any study or research project that the student undertakes or may undertake at The IFP or that the student develops or may develop with the assistance of Fitpro's equipment and/or facilities.

1.3.12. Fitpro may, at its discretion, report to the parent, guardian or bursar of the major fee contributor, any breach of rules and regulations by the student or on any other matter concerning the progress, conduct, wellbeing or health of the student.

1.3.13. International students who are not permanent residents of the Republic of South Africa and who wish to register at Fitpro are required to obtain a study permit from the South African Department of Home Affairs. Fees are neither transferable nor refundable in respect of students who do not comply with these requirements, unless a Study Permit has been denied. Proof thereof has to be submitted to Fitpro in order for a refund to be granted.

1.3.14. No guarantees, promises or representations of any nature are made by Fitpro pertaining to the student's registration for programme(s) selected by the student with regard to the student's success or failure or otherwise.

1.3.15. Fitpro may use any images (photograph or other) taken of the student in any advertising without restriction.

1.3.16. The signatory/ies choose his/her/their domicilium citandi et executandi at the address set out in the personal details section of the registration contract.

1.3.17. Registration is conditional pending the submission by the applicant and successful assessment by Fitpro of the documents required for registration. Failure to submit any of the required documentation will result in

the student being unable to graduate. The onus is on the student to ensure that the campus has copies of the documents and to resubmit as may be required.