

REGISTRATION 2020

TERMS AND CONDITIONS OF REGISTRATION

(Carefully read through these terms and conditions of registration and sign to proceed with your registration at the University of the Free State.)

1. Undertaking and declaration

I, the student, hereby –

- 1.1 acknowledge that the provisions of the agreement concluded between myself and the University of the Free State (hereinafter referred to as the “**UFS**”) as contained in the application form for study together with all additional documents which I have submitted to the UFS during the application and admission process, preceding this registration process (hereinafter referred to as the “**Registration Documents**”), are binding and shall remain in force, notwithstanding the provisions hereof;
- 1.2 acknowledge that, to the extent that there is any conflict between this document and the Application Documents, the provisions of this document shall prevail;
- 1.3 consent and accordingly permit the UFS to enquire about and verify my qualifications already obtained, or any other information which I have provided to the UFS during this registration process and/or any preceding processes related to my studies at the UFS;
- 1.4 acknowledge and accordingly consent that the UFS may during the course of my studies and relationship with the UFS collect my personal information, which includes, but is not restricted to, personal, identifying, contact, residential, financial, medical, biometric, correspondence, criminal, educational, employment and behavioural information, as well as any assessments, evaluations and interpretations in respect of any of the aforesaid (“**Personal Information**”) and which Personal Information, subject to paragraphs 1.6 and 1.20, the UFS may collect, store, delete, outsource, transfer or otherwise process, as contemplated in terms of the Protection of Personal Information Act 4 of 2013 (hereinafter referred to as the “**Act**”) for all purposes falling within the normal scope and course related to this registration process and/or my studies at the UFS, including without limitation the following:
 - 1.4.1 as part of this registration process and for the purpose of registering as a student at the UFS, (including all preceding processes related to such registration);
 - 1.4.2 in order to effect, establish, aid, grant or for any other process which may otherwise be related to the continuation of my academic studies at the UFS;
 - 1.4.3 participating in the study programme to which I have been admitted (hereinafter referred to as the “**Programme**”) and all related activities thereto;
 - 1.4.4 when participating in matters relating to or in my capacity as a registered student of the UFS;
 - 1.4.5 for graduation purposes; and/or
 - 1.4.6 as otherwise required by law;
- 1.5 acknowledge and accordingly consent that my Personal Information shall be collected for purposes as required in terms of my relationship with the UFS or as otherwise required by law, as contemplated in paragraph 1.4 above and that such Personal Information shall only be processed by the UFS or an authorized third party operator for purposes relating to the aforesaid relationship or where required in terms of applicable law, and with the understanding that any additional information, not incidental to the aforesaid relationship (if applicable), shall only be processed by the UFS, upon my prior consent thereto;
- 1.6 acknowledge and accordingly consent that, in addition to the collection and processing of my Personal Information for purposes as contemplated in paragraph 1.4 above, the UFS may process and store my Personal Information as a member of the UFS alumni after my graduation as a student from the UFS for purposes of contacting me in relation to UFS alumni matters;
- 1.7 acknowledge and accordingly consent that certain categories of my sensitive personal information, including but not limited to my medical information, biometric information, disciplinary information and criminal behaviour (as the context may require) (“**Sensitive Information**”) shall be processed by the UFS (as contemplated in terms of the Act, subject thereto that my Sensitive Information shall be subject to restricted access by the relevant authorised personnel of the UFS only);
- 1.8 Subject to paragraph 1.6 above acknowledge that the UFS may outsource the processing of my Personal Information to third party operators from time to time and transfer the Personal Information abroad in accordance with the relevant provisions of the Act in order to facilitate and/or aid with the processing of such Personal Information for the purposes as set out herein;
- 1.9 acknowledge that I shall be entitled to request reasonable access to the Personal Information held by the UFS, in accordance with sections 23 and 24 of the Act, as well as the correction, reduction or deletion thereof, as the relevant circumstances may require;
- 1.10 acknowledge that I shall be entitled to, in accordance with sections 23 and 24 of the Act, specifically request the UFS to delete my Personal Information and refrain from contacting me in the future for purposes as contemplated in paragraph 1.6 above;
- 1.11 declare that all information which I have provided to the UFS during this registration process and/or any preceding processes related to my studies at the UFS, is true and correct and that I voluntarily provide such information to the UFS and consent that the UFS may collect and process this information in order to effect my registration;
- 1.12 acknowledge that my registration for the Programme constitutes a contractual agreement between the UFS and myself and which agreement is subject to such prescribed rules, policies, procedures, regulations and directives as may be applicable to my studies and any amendments effected thereto from time to time;
- 1.13 declare that I have read and understand the contents of the registration instructions relating to the registration for the Programme which was sent to my personal e-mail address or my assigned UFS student electronic mail address (as indicated in the Registration Information pages uploaded on the UFS website at the following link: www.ufs.ac.za/register2020);
- 1.14 undertake to familiarise myself with all rules, policies and procedures of the UFS, including but not limited to the rules and regulations pertaining to my studies as set out in the General Rules of the UFS, 2020 (uploaded on the UFS website at <http://www.ufs.ac.za/about-the-ufs/governance/policy-documents>) (hereinafter referred to as the “**General Rules**”) and further undertake to stay abreast with any amendments that may be effected to such rules, policies and procedures from time to time;

- 1.15 undertake to familiarise myself with the definitions of terms (UFS related terminology) as set out in the General Rules of the UFS and further undertake to stay abreast with any amendments that may be effected to the General Rules from time to time;
- 1.16 undertake to familiarise myself with the Faculty Rules of the Faculty/Department in which my Programme is offered (uploaded on the UFS website at <http://www.ufs.ac.za/templates/yearbooks>) and/or any specific rules laid down by such Faculty/Department, which may include, but are not limited to rules regarding off-campus travelling, laboratory rules or any safety rules, as well as any specific instructions and/or arrangements given/made by such Department (hereinafter referred to as the “**Faculty Rules**”) and further undertake to stay abreast with any amendments that may be effected to the Faculty Rules from time to time;
- 1.17 agree to comply with all the rules, policies, procedures, regulations and instructions referred to in paragraphs 1.12 to 1.14 above;
- 1.18 declare that I have read and understand the rules pertaining to the progression and duration of study in respect of the Programme for which I have been accepted as set out in the General Rules and/or the Faculty Rules and that the continuation of my studies and the registration for the succeeding academic semester and/or academic year will be subject to the condition that I have obtained the minimum amount of credits as set out in the General Rules and/or Faculty Rules;
- 1.19 declare that I have read and understand the Policy on the Prevention of Plagiarism and Dealing with Academic Writing and Misconduct of the UFS (uploaded on the UFS website at <http://www.ufs.ac.za/about-the-ufs/governance/policy-documents>);
- 1.20 acknowledge that the UFS reserves the right to decline my re-admission and/or registration for the succeeding academic semester and/or academic year in the event that I fail to meet the aforesaid minimum requirements as set out in paragraph 1.16 above;
- 1.21 acknowledge that the UFS’ official method of correspondence and communication with students (including correspondence and communication with me) is via the assigned UFS electronic mail address (studentnumber@ufs4life.ac.za and hereinafter referred to as the “**UFS e-mail address**”);
- 1.22 undertake to regularly (not less than once a week) access my UFS e-mail address and to take any required actions and/or respond to any requests as indicated in official UFS correspondence and/or communications sent to my UFS e-mail address;
- 1.23 undertake to inform the UFS of any change of my physical address, identifying information and/or contact details;
- 1.24 declare that the agreement concluded between myself and the UFS in terms of this document shall, notwithstanding the place of acceptance, be deemed to have been concluded in Bloemfontein;
- 1.25 acknowledge that any references to the provisions of any rules, policies, procedures, regulations and instruction policies (including the General Rules and the Faculty Rules), shall include such provisions as amended from time to time in so far as such amendment applies or is capable of applying to the terms and conditions of this document;
- 1.26 acknowledge that the UFS shall be under no obligation to provide any information pertaining to my academic performance and/or progress to my parent(s) and/or guardians in the absence of my express written consent thereto as may be obtained from time to time;
- 1.27 for the avoidance of any doubt and notwithstanding any provision to the contrary in any other Registration Documents, my parent(s) and/or guardians shall not be deemed, or interpreted, to be a “sponsor” or “funder” of my studies at the UFS, irrespective of whether they pay for my studies or programme at the UFS or not; and
- 1.28 I voluntarily consent to the capture and distribution of my physical and personal features on action during my studies at the UFS or such other time as the UFS deems fit, including but not limited to scanning of student cards at the UFS gates and CCTV recording on campus (for security reasons).

2. Undertaking and declaration in respect of the student’s financial responsibility towards the University of the Free State

I, the student, hereby –

- 2.1 acknowledge that I am liable to pay the UFS, on the specified due dates, any amount due and payable to the UFS, as prescribed in the rules, policies and procedures of the UFS, as well as any other amounts I owe the UFS, for the education services and other ancillary and incidental services related thereto which is/was rendered by the UFS to me (hereinafter collectively referred to as the “**services**”), including but not limited to tuition fees, meals and accommodation fees;
- 2.2 cede to the UFS all rights which I have or may have by virtue of the credit facility granted by my parent, guardian or any other third party in my favour in terms of the Application Documents, which credit facility was granted to me for the purposes of settling any amounts due and payable to the UFS in respect of and relating to my studies or for any other reason whatsoever;
- 2.3 cede all rights for any payment due to me by the UFS, where such amount will then be used to reduce my debt to the UFS;
- 2.4 acknowledge that the tuition fees due and payable to the UFS by me are calculated per course or per semester (as specified by the UFS from time to time) and that the accommodation fees (if applicable) are calculated per semester;
- 2.5 acknowledge that I shall be liable to pay to the UFS any amount due and payable to it for the services rendered by the UFS to me, notwithstanding the fact that I may not have received a statement of account or invoice for the payment thereof for any reason whatsoever;
- 2.6 acknowledge that any and all financial accounts shall only be transmitted electronically to my assigned UFS e-mail address on a monthly basis and that same can also be accessed in the Self-Service page on the UFS website;
- 2.7 undertake to make enquiries should I not receive an account for the payment of any fees due and payable by me to the UFS for the services rendered by the UFS to me for the preceding month;
- 2.8 take note that any amounts not paid on the due date thereof shall bear interest at an interest rate of not more than 2% (TWO PERCENT) per month, capitalised in arrear, until date of payment, unless the National Credit Act 34 of 2005, as amended from time to time, prescribes a lower maximum interest rate from time to time, in which event such lower maximum allowable interest rate shall apply;
- 2.9 acknowledge that I shall only be regarded as a registered student entitled to study at the UFS for the course or degree for which I was admitted after this registration process has been completed, the required fees (as stipulated in the registration guidelines sent to my student or personal email address) have been paid and I have received official proof of registration from the UFS;
- 2.10 acknowledge that the UFS reserves the right to decline my re-admission and/or registration for the succeeding academic semester and/or academic year pending the payment of any outstanding fees due and payable by me or a third party in respect of the services rendered by the UFS;
- 2.11 undertake to pay all legal costs of the UFS, including attorney and client costs as well as collection charges in the event that I fail to meet any obligations with regard to payments;
- 2.12 undertake to familiarise myself with the current Tuition Fees Policy of the UFS (as uploaded on the Tuition Fees page on the UFS website) and further undertake to stay abreast with any amendments that may be effected to said policy from time to time;
- 2.13 agree to comply with the provisions of the above mentioned Tuition Fees Policy at all times;

- 2.14 accept that tuition fees are payable in full, irrespective of whether any services provided or to be provided by the UFS are interrupted or disrupted by circumstances beyond the reasonable control of the UFS, such as strikes, student boycotts, public unrest and any other forms of disruption on any of the UFS' campuses;
- 2.15 acknowledge that it is my responsibility to formally cancel my registration and studies at the UFS by utilising any registration facility as prescribed by the UFS from time to time or alternatively by sending a registered letter to such effect to the Director: Student Academic Services and, in the event that I am a postgraduate student, a copy of the letter to the relevant Academic Department;
- 2.16 acknowledge that I shall remain liable for the payment of any amounts due and payable to the UFS for services rendered by the UFS to me, notwithstanding the fact that I have cancelled my studies at the UFS and/or did not attend classes as required and stipulated by the UFS;
- 2.17 acknowledge that I shall remain liable for the payment of any amounts due and payable to the UFS in case of *force majeure* circumstances;
- 2.18 acknowledge that I shall not be exempt from paying any outstanding fees due and payable to the UFS in respect of the services in the event that permission to be exempted from class attendance is granted to me by the UFS; and
- 2.19 acknowledge that I am responsible for repaying the UFS any funds that were returned to a third party funder or loan agency on my behalf in respect of a bursary, loan facility or any other form of financial assistance that was granted to me by such third party funder or loan agency (where applicable) for which I may have lost eligibility or for any other reason whatsoever. (Please contact the Tuition Fees Section at +27(0) 51 401 3003 / 2806/ 9090 / 9670 / 2817 / 9669 / 9537 for additional clarification in such an event).

3. Indemnity and waiver in terms of a student's registration at the University of the Free State

I, the student, hereby –

- 3.1 acknowledge that my registration and participation in the Programme is voluntary, which participation may (depending on the degree/diploma/certificate for which I register), without derogating from the generality of the preceding, include, but is not limited to, research, practical evaluations, laboratory experiments, exposure to chemicals, germs, unsterilized needles, syringes and other medical equipment, travelling on and off campus, participating in tours and travelling during the course of tours (the "**related activities**"). I furthermore acknowledge that I am aware that there are known and unknown risks and dangers inherent in my participation in the degree/diploma/certificate and the related activities, including without limitation, exposure to hazardous substances, air pollution, fire, explosions, micro-organisms, diseases and infections;
- 3.2 therefore waive any and all rights, claims, demands and causes of action which I may have against the UFS, its employees, contractors and agents arising from my participation in any voluntary activity or action which is not a prerequisite for my studies and and/or for the obtaining of the qualification for which I am registered at the UFS, including without limitation, any claim for damages to my property or property in my possession or under my control, and/or damages resulting from my personal injury or death. In the case of any doubt, I accept responsibility to obtain confirmation from the relevant lecturer (or such other duly authorised individual, as the context may require) as to whether or not any activity or action constitutes a prerequisite for my studies and/or for the obtaining of the qualification for which I am registered at the UFS. Should I fail to obtain the relevant confirmation from the lecturer (or such other duly authorised individual, as the context may require) and it should subsequently transpire that such participation in the relevant activity or action did not constitute a prerequisite for my studies and/or the obtaining of the qualification for which I am registered at the UFS, it will be deemed that my participation in such activity or action was voluntary, notwithstanding the fact that I was under the impression that such activity or action was a prerequisite for my studies and/or the obtaining of the qualification for which I am registered at the UFS; and
- 3.3 that I accordingly indemnify the UFS, its employees, contractors and agents against any and all liability, loss, damages and legal costs which the UFS, its employees, contractors and agents may incur or sustain as a result of any claims, demands or causes of action which any person (including without limitation, if applicable, my spouse, children or dependents) may have or purport to have to the extent that the same have arisen from or have occurred during or are in any way related to my participation in any voluntary activity or action which is not a prerequisite for my studies and/or the obtaining of the qualification for which I am registered at the UFS.

I acknowledge that I have read these terms and conditions of registration, understand the content thereof and agree to these terms and conditions. I further agree that I am entering into this agreement with the UFS freely and voluntarily.

In the event that any aspect of this registration process, General Rules and/or the Faculty Rules is unclear, kindly contact Student Academic Services at the George du Toit Administration Building, Bloemfontein Campus, StudentAdmin@ufs.ac.za or +27 (0)51 401 9666 for additional clarification in such an event).

STUDENT NUMBER:

SIGNATURE OF STUDENT:

DATE:

UNDERTAKING AND DECLARATION BY PARENT/LEGAL GUARDIAN

(In the event that the student's current age is under 18 years)

1. I hereby declare that I am the legal guardian of the above minor signatory, and that I hereby assist, approve, ratify and agree to the above minor signatory signing this document.
2. I declare that I am aware that rules, policies and procedures exist that have been promulgated by the Council of the UFS or by any other authorised body or person. I confirm that I am aware that the Council or any other authorised body or person may promulgate further rules, policies and procedures from time to time and I agree that my minor binds himself/herself to comply with such rules, policies and procedures.
3. I hereby give my permission that my son/daughter may conclude or amend any agreement pertaining to loans and/or bursaries and/or other financial assistance with the UFS.
4. I agree that notwithstanding the place where I sign this document, the agreement arising from this document shall be deemed to have been concluded in Bloemfontein.
5. I acknowledge that I have read this document, understand its contents and agree to its terms and conditions. I further acknowledge that I am signing this document voluntarily and not under duress.

STUDENT NUMBER:

SIGNATURE OF PARENT/LEGAL GUARDIAN:

DATE: