

# UNIVERSITEIT VAN PRETORIA

## RIGLYN VIR DIE VOLTOOIING VAN DIE KONTRAK GUIDELINE FOR THE COMPLETION OF THE CONTRACT

<p>1. <b>Inleiding</b></p> <p>'n <b>Kontrak</b> wat die <b>student</b> met die <b>Universiteit</b> sluit, word by 'n voornemende student se aansoek om toelating tot die Universiteit ingesluit. Hierdie kontrak moet gesluit wees <b>voordat</b> die student vir enige studierigting mag registreer.</p>	<p><b>Introduction</b></p> <p>A contract between the <b>student</b> and the <b>University</b> forms part of the application by a prospective student's for admission to the University. This contract must be entered into <b>before</b> the student may register for any field of study.</p>
<p>2. <b>Kontrak</b></p> <p>Die kontrak spreek onder meer die volgende aan:</p> <ul style="list-style-type: none"><li>• Aanvaarding deur die student van die reëls en regulasies van die Universiteit (met insluiting van moontlike wysigings).</li><li>• Bepalings met betrekking tot 'n student se verblyf 'n koshuis van die Universiteit indien die student in 'n koshuis sou inwoon.</li><li>• 'n Onderneming om alle gelde aan die Universiteit verskuldig, te betaal.</li><li>• Bepalings rakende optrede met betrekking tot die invordering van uitstaande gelde (soos vereis deur Nasionale Kredietwet).</li><li>• Bepalings rakende die beskikbaarstelling van inligting ten opsigte van die student aan 'n derde party.</li><li>• Vrywaringsklousules.</li><li>• Algemene regsbepalings rakende onder meer die tydsduur van die geldigheid van die kontrak, intellektuele eiendomsregte, ens.</li></ul> <p><b>Let wel:</b> Die kontrak bly geldig vir die volle duur van die student se studies.</p> <p>Indien 'n student nie met 'n bepaling saamstem nie, kan die kontrak slegs skriftelik gewysig word en die gewysigde kontrak moet deur alle partye onderteken word. (NB: Goedkeuring van voorgestelde wysigings vereis normaalweg insette van die Kantoor van die Registrateur.)</p>	<p><b>Contract</b></p> <p>The following matters are addressed in the contract:</p> <ul style="list-style-type: none"><li>• Acceptance by the student of the rules and regulations of the University (including amendments that may be made).</li><li>• Stipulations in respect of a student residing in a residence of the University should the student stay in a residence.</li><li>• An undertaking to pay all fees due to the University.</li><li>• Provisions related to the collection of outstanding fees (as prescribed by the National Credit Act).</li><li>• Stipulations with respect to the provision of information pertaining to the student to third parties.</li><li>• Indemnity clauses.</li><li>• General legal stipulations addressing such matters as the period of validity of the contract, intellectual rights, etc.</li></ul> <p><b>Note:</b> The contract remains in force for the full duration of the student's studies.</p> <p>Should a student not agree to a clause in the contract, then the contract can only be altered in writing and the changed contract must be signed by all parties. (NB Approval of proposed amendments normally requires involvement of the Registrar's Office.)</p>
<p>3. <b>Die kontrak en registrasie as student</b></p> <p><b>Geen</b> student mag geregistreer word indien die kontrak nie volledig voltooi en oral van toepassing, onderteken is nie.</p>	<p><b>The contract and registration as a student</b></p> <p><b>No</b> student may be registered if the contract has not been completed in full and has been signed wherever applicable.</p>

<p>4. <b>Kritiese inligting vervat in kontrak</b></p> <ul style="list-style-type: none"> <li>• Student se volle name en van (NB: Name en van moet met die in die student se ID-dokument ooreenstem).</li> <li>• In die geval van 'n student jonger as 25 jaar: 'n Onderneming deur ouer/voog om as medeskuldenaar op te tree (belangrik in die lig van die Nasionale Kredietwet en kredietwaardigheid van die student) (<b>NB:</b> Hierdie gedeelte moet ook in geval van 'n student jonger as 18 jaar voltooi word.)</li> <li>• In die geval van 'n student jonger as 18 jaar: Toestemming deur ouer/voog dat die student die kontrak mag aangaan. (Geen minderjarige mag sonder bystand 'n kontrak aangaan nie).</li> </ul> <p>Dit is noodsaaklik dat die toepaslike gedeeltes volledig ingevul en geteken is.</p>	<p><b>Critical information contained in contract</b></p> <ul style="list-style-type: none"> <li>• Student's full name and surname (NB: Names and surname must correspond with those that appear in the student's ID document.)</li> <li>• In the case of a student younger than 25 years of age: An undertaking by the parent/guardian to act as co-debtor (important in view of National Credit Act and credit worthiness of student). (<b>NB:</b> This section must be completed if the student is younger than 18 years of age.)</li> <li>• In the case of a student younger than 18 years of age: Permission by the parent/guardian that the student may enter into the contract. (No minor may enter into a contract without assistance.)</li> </ul> <p>It is important that the applicable sections be completed in full and signed.</p>
<p>5. <b>Kontrak &amp; finansiële verpligtinge van student</b></p> <p>Die <b>kontrak</b> word in die eerste instansie deur die student met die Universiteit gesluit. Derhalwe is die student te alle tye die hoofskuldenaar en verantwoordelik om alle toepaslike gelde te betaal.</p> <p>'n Beursbrief, of ander onderneming van finansiële steun, stel <b>nie</b> die student vry van sy/haar kontraktuele verpligtinge nie.</p>	<p><b>Contract &amp; financial obligations</b></p> <p>The contract is in the first instance concluded between the student and the University. Therefore the student is at all times liable to pay all fees as may be applicable.</p> <p>A written undertaking of financial support or a letter confirming the granting of a bursary does <b>not</b> exempt the student of his/her contractual responsibilities.</p>
<p>6. <b>Onderneming deur 'n derde party ten opsigte van betaling van gelde</b></p> <p>Die kontrak maak ook voorsiening dat 'n <u>derde party</u> anders as die ouer/voog kan onderneem om alle gelde namens die student te betaal.</p> <p>In die toepaslike gedeelte van die kontrak word die nodige inligting ten opsigte van die derde party ingevul. Die derde party mag egter 'n regs persoon in die vorm van 'n maatskappy wees. Die inligting wat in die gedeelte voorsien word, behoort die van 'n verteenwoordiger van die maatskappy te wees. Dit kan egter wees dat die naam van die maatskappy en ander kontak besonderhede gegee word, dus geen ID nie. Aangesien die student steeds die hoofskuldenaar is, sal die kontrak in die geval as geldig en aanvaarbaar beskou word.</p>	<p><b>Undertaking by a third party regarding the payment of fees</b></p> <p>The contract also makes provision for a <u>third party</u>, other than the parent/guardian to undertake to pay the student's fees on his/her behalf.</p> <p>The required information regarding the third party is to be provided in the applicable section of the contract. However, the third party may be a juristic entity such as a commercial company. The information provided ought to be that of a representative of the company. It may happen that the name of the company and its contact details are provided (i.e. no ID). In view of the student being the principal debtor, the contract will in such an instance be regarded as being acceptable and valid.</p>
<p>7. <b>Voorsiening van inligting aan 'n derde party</b></p> <p>In die kontrak stem die student in, al dan nie, dat inligting voorsien kan word aan:</p> <ul style="list-style-type: none"> <li>• ouer/voog/borg as medeskuldenaar; en</li> <li>• 'n derde party wat die student finansiële ondersteun.</li> </ul> <p>Die voorsiening van inligting moet dienooreenkomstig</p>	<p><b>Provision of information to a third party</b></p> <p>In the contract the student may agree or not agree thereto that information may be provided to:</p> <ul style="list-style-type: none"> <li>• a parent/guardian/sponsor as co-debtor; and</li> <li>• a third party that provides financial support to the student.</li> </ul> <p>The provision of information must be treated according</p>

	hanteer word.	to the conditions agreed to.
8.	<p><b>Kommunikasie</b></p> <p>In die kontrak stem die student in, al dan nie, dat daar amptelik elektronies (per SMS, e-pos) met hom/haar gekommunikeer kan word. Kommunikasie moet dienoooreenkomstig hanteer word.</p>	<p><b>Communication</b></p> <p>In the contract the student may agree or not agree thereto that the University may officially communicate with him/her electronically (by SMS, e-mail). Communication must be handled accordingly.</p>
	<p><b>Kontrolelelys</b></p> <ul style="list-style-type: none"> <li>• Is slegs 'n swart pen in die voltooiing en ondertekening van die kontrak gebruik?</li> <li>• Is student se volle name en van ingevul?</li> <li>• Stem die student se name en van ooreen met die in sy/haar ID-dokument?</li> <li>• Het voornemende student kontrak onderteken?</li> </ul> <p><b>NB: Geen</b> student mag geregistreer word indien die student nie die kontrak geteken het nie.</p> <ul style="list-style-type: none"> <li>• Het 'n getuie geteken dat kontrak in sy/haar teenwoordigheid onderteken is?</li> <li>• Indien die student jonger as 18 jaar is: <ul style="list-style-type: none"> <li>○ Is toepaslike gedeelte voltooi?</li> <li>○ Is gedeelte deur ouer/voog onder-teken?</li> <li>○ Het 'n getuie die afdeling geteken?</li> </ul> </li> <li>• Indien die student jonger as 25 jaar is: <ul style="list-style-type: none"> <li>○ Is toepaslike gedeelte deur die ouer/voog voltooi?</li> <li>○ Is alle inligting (ID, adres, name, ens.) ingevul?</li> <li>○ Is gedeelte deur ouer/voog onderteken?</li> <li>○ Het 'n getuie die afdeling geteken?</li> </ul> </li> <li>• Is enige ondertekenaar (student/ouer/voog/borg) binne gemeenskap van goedere getroud? Indien ja, is die kontrak deur gade onderteken? (NB : Hierdie aspek het nie betrekking op 'n persoon wat as getuie teken nie.)</li> <li>• Is die kontrak deur <b>alle</b> partye op die toepaslike plekke geparafeer? (Elke persoon of getuie wat êrens op die kontrak geteken het, moet die kontrak parafeer by enige verandering op die kontrak, asook onderaan die eerste bladsy van die kontrak.)</li> </ul>	<p><b>Checklist</b></p> <ul style="list-style-type: none"> <li>• Has only a black pen been used in completing and signing the contract?</li> <li>• Is the student's full name and surname entered on the contract?</li> <li>• Does the student's names and surname correspond to those appearing in his/her ID document?</li> <li>• Has the prospective student signed the contract?</li> </ul> <p><b>Note: No</b> student may be registered if he/she has not signed the contract.</p> <ul style="list-style-type: none"> <li>• Has a witness signed the contract confirming that it was signed in his/her presence?</li> <li>• If the student is younger than 18 years of age: <ul style="list-style-type: none"> <li>○ Has the applicable section been completed?</li> <li>○ Has the parent/guardian signed?</li> <li>○ Has a witness co-signed this section?</li> </ul> </li> <li>• If the student is younger than 25 years of age: <ul style="list-style-type: none"> <li>○ Has the applicable section been completed by the parent/guardian?</li> <li>○ Has all the relevant information (ID, address, names, etc.) been provided?</li> <li>○ Has the parent/guardian signed?</li> <li>○ Has a witness co-signed this section?</li> </ul> </li> <li>• Is there a party (student/parent/guardian/surety) that signed the contract who is married in community of property? If yes, has the contract been co-signed by the spouse? (NB: This aspect of the contract does not apply to a person signing the contract as a witness.)</li> </ul> <p>Has the contract been appropriately initialled by <b>every</b> party co-signing the contract? (Every person or witness that has signed somewhere on the contract, must initial the contract at any change made on the contract, as well as on the bottom of the first page of the contract.)</p>