

**AYITHENGISWA
NOT FOR SALE**



University of Fort Hare
Together in Excellence

APPLICATION FOR ADMISSION Undergraduate 2016

This is an APPLICATION to study at the University of Fort Hare in 2016

CLOSING DATE FOR ALL ACADEMIC PROGRAMMES: 30th SEPTEMBER 2015

TAKE NOTE ALL INCOMPLETE APPLICATION FORMS WILL NOT BE PROCESSED AND THE APPLICANTS ADMISSION TO ACADEMIC PROGRAMMES AS WELL AS PLACEMENT IN A RESIDENCE (WHERE APPLICABLE) COULD BE DELAYED:

APPLICATION FEES

TUITION: Non-refundable fee of R120.00 closing 30th September 2015
No late application will be accepted.

RESIDENCE: Non-Refundable fee of R120-00 closing 30th September 2015
Acceptance of accommodation of R1000-00 before 31st December 2015

BANKING DETAILS:

PLEASE ATTACH THE ORIGINAL DEPOSIT SLIP TO YOUR APPLICATION FORM

- **Bank:** Standard Bank
- **Branch:** Alice
- **Branch Code:** 05 01 19
- **Account Name:** University of Fort Hare
- **Account Number:** 28 210 1357
- **Reference:** Applicant's full name
- **Swift Code:** SBZAZAJJ

1. PERSONAL DETAILS

TITLE:

ID NO. /
PASSPORT NO.

FIRST NAMES:

SURNAME:

MARITAL STATUS:

GENDER:

DATE OF BIRTH:

STUDENT NUMBER

RECEIPT NUMBER

ONE (1) CERTIFIED COPY of each of the following documents must be attached and two (2) in the event of selection courses:
(such documents become the property of the University of Fort Hare and will not be returned),

Identity Document

Original Proof of payment of application fee

March and June / Septemeber Grade 12 Results

School End Certificate

Academic Record including proof that the Certificate of Conduct has been requested from the previous University / University of Technology / Technikon if you have registered at another institution.

Reminder:

- Please register to write the National Benchmark Test (NBT). Details are tabled in the enclosed NBT flyer.

2. CONTACT DETAILS

2. 1 APPLICANT'S DETAILS

TELEPHONE NUMBERS:		(Home)
		(Work)

CELLPHONE NUMBER:

NB: SMS messages will be sent to this number

E-MAIL ADDRESS:

POSTAL ADDRESS (WHERE MAIL MUST BE DELIVERED)	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postal Code		<input type="text"/>

NB: Take note that acknowledgements of receipt and other communications will be sent to the above-mentioned address

RESIDENTIAL ADDRESS: (No postal address must be indicated here)	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postal Code		<input type="text"/>

2. 2 NEXT OF KIN DETAILS: (COMPULSORY)

SURNAME: <input type="text"/>	INITIALS: <input type="text"/>
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RELATIONSHIP: <input type="text"/>	TITLE: <input type="text"/>
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TELEPHONE NUMBERS:		(Home)
		(Work)

CELLPHONE NUMBER:

E-MAIL ADDRESS:

RESIDENTIAL ADDRESS: (No postal address must be indicated here)	<input type="text"/>	
	<input type="text"/>	
	<input type="text"/>	
Postal Code		<input type="text"/>

3. ADDITIONAL INFORMATION FOR REPORTING TO THE DEPARTMENT OF EDUCATION

3.1 ETHNICITY	African		Asian		Coloured		White	
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3.2 LANGUAGES (mark with an X where applicable)	Home Language
Afrikaans	
English	
isiNdebele	
isiXhosa	
isiZulu	
sesSotho	
sesSotho sa Lebowa	
Setswana	
siSwati	
Tshivenda	
Xitsonga	
Other	

4. Any disability or special educational needs:	Yes	No	• If YES please complete below
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CONFIDENTIAL

Students with disabilities/special educational needs:

The unit for Students with Disabilities provide support services for students with disabilities. Please provide the following information to enable the University to offer maximal support to students with special needs:

Did you apply for residential accommodation?

Yes
No

Disability:

Please briefly indicate your type of disability and special requirements:

.....

.....

.....

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5. ACADEMIC DETAILS			
LEVEL OF STUDY (Indicate choice with an X)	Undergraduate	Advanced / Postgraduate Certificate / Diploma	Honours
* DEGREE / DIPLOMA FOR WHICH APPLICATION IS BEING MADE	First Choice:		
	Second Choice:		
FIELD OF STUDY (Postgraduates only) HONOURS	First choice:		
	Second Choice		
RESEARCH OR STRUCTURED DEGREE (Indicate choice with an X)	<i>For a research degree the curriculum requires that you compile a dissertation/thesis. For a structured degree the curriculum requires that you attend classes and compile a mini-dissertation. If you are uncertain what the curriculum requirements are, please contact your particular Department.</i>		
	RESEARCH		STRUCTURED
CAMPUS (Indicate choice with an X)	Alice	Bhisho	East London
TYPE OF STUDY	Full Time		Part time
PREVIOUS YEAR'S ACTIVITY (Indicate choice with an X)	Post School College		Scholar
	University of Technology (Technikon)		University
	Working (employed)		Unemployed

6. FINANCIAL AID (only for RSA citizens):	YES	NO
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7. DETAIL OF SCHOOL RECORD (ONLY UNDERGRADUATE)
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Name of school:															
Address of school:										Postal Code					
Telephone number of school								Matric Year							
Matric examination Number															
NATIONAL SENIOR CERTIFICATES (NSC)															
Senior Certificate obtained before 2008 Type of exemption (Mark with an X)				<i>Endorsement</i>				<i>Conditional Endorsement</i>							
				<i>Senior Certificate without Endorsement</i>				<i>Other (please specify)</i>							

- Applicants who completed the Senior Certificate before 2008 must provide a certified copy of the Senior Certificate and need not complete Section 9

8.	SCHOOL SUBJECTS (for languages, please state whether 1st / 2nd or 3rd language)
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Year	Month	School Subject	Grade 11 (Nov)			Grade 12 (March/Jun)		
			Actual Mark	Out of	Total	Actual Mark	Out of	Total
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	
				Out of			Out of	

GRADE 11 MARKS MUST BE COMPLETED AND ATTACH REPORT

9. IF YOU HAVE BEEN REGISTERED AT ANOTHER UNIVERSITY /TERTIARY INSTITUTION IN THE PAST, PLEASE SUPPLY THE FOLLOWING INFORMATION

NAME(S) OF UNIVERSITY(TIES) OF TECHONOLGY (TECHIKON(S) COLLEGE(S)	DEGREE / DIPLOMA OBTAINED	YEAR(S) OF REGISTRATION		STUDENT NUMBER
		FROM	TO	

HAVE YOU EVER BEEN PROHIBITED FROM PROCEEDING WITH YOUR STUDIES AT ANY UNIVERSITY / UNIVERSITY OF TECHNOLOGY (TECHNIKON) / COLLEGE?	YES	NO
IF SO, WHERE?		

10. CONCURRENT REGISTRATION AT THIS AND / OR ANOTHER HIGHER EDUCATION INSTITUTION.

A student enrolled at this university may only with the permission of the Dean / Deans be registered simultaneously at / for more than one (1) qualification / institution.

DECLARATIONS WHICH MUST BE COMPLETED AND SIGNED.

DECLARATION BY STUDENT (COMPULSORY)

I hereby cede all rights to which I am or may be entitled to discharge amounts due to the University as aforesaid against the aforesaid facility.

Signature of student:.....

Date:

DECLARATION BY APPLICANT

I hereby declare:

If my application should be successful, I undertake to:

- (a) Comply with the general rules and regulations of the University of Fort Hare.
- (b) Inform the Registrar immediately, in writing, of any change of address.
- (c) Acquaint myself with the general rules and regulations relating to the programme for which I am accepted
- (d) I am fully aware that the University of Fort Hare is under no obligation to provide either financial assistance or accommodation of any kind.
- (e) I acknowledge that all fees have been determined by the Council of the University of Fort Hare.
- (f) I agree that the relevant fees will be paid, as indicated in the Prospectus, by the due dates. If such fees are not paid, I acknowledge the rights of the University to cancel my registration at any time and to claim payment of the amounts owing by me and/or my guardian.
- (g) I declare that all particulars given by me on this form are true and correct.
- (h) I agree that any misrepresentation due to information entered on this form or the withholding of information, shall cause this application to become void or voidable at the discretion of the University without prejudice to its rights.
- (i) Should I, during the course of my studies, at the University, sustain any injuries or contract any illness or suffer any loss or damages, I hereby undertake not to institute any claim against the University on account thereof, irrespective of the cause of such damages or loss. In the event of my death during the course of my studies, this undertaking shall be binding on the executor of my estate and my heirs and successors-in-title. Under the circumstances referred to above, I, or my executor, administrator, heirs, and successors-in-title (in the event of my death) hereby indemnify the University in respect of any damages suffered by me arising from any of the causes referred to above.
- (j) I understand that meeting the minimum admission requirements is no guarantee for admission. The University has other considerations, e.g. academic merit, quotas for academic programme, equity, etc.

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 agreement freely and voluntarily.

Signature of the student: **Date:**.....

DECLARATION BY PARENT / GUARDIAN IN THE CASE OF THE APPLICANT BEING A MINOR

I declare that I am aware that Rules and Regulations exist that have been promulgated by the Council of the University. I confirm that I am aware that the Council may promulgate further Rules and Regulations from time to time and I agree that my son/daughter binds himself / herself to comply with such Rules and Regulations.

I hereby give my permission that my son/daughter may conclude or amend any agreement pertaining to loans / or bursaries with the University.

I hereby declare that I am the legal guardian of the above minor signatory, and I hereby assist, approve, ratify and agree to the above minor signatory signing this document (Waiver of Liability and Indemnity and Declaration).

I hereby waive any and all rights, claims, demands and causes of action which I may have against the University, its employees, contractors and agents arising from the above minor signatory's participation in the degree/diploma and the related activities, including without limitation, any claim for damages to my property or any property in the above minor signatory's possession or under his/her control, and/ or damages resulting from his/her personal injury or death.

I furthermore hereby indemnify the University, its employees, contractors and agents against any and all liability, loss, damages and legal costs which the University, its employees, contractors and agents may incur or sustain as a result of any claims which be instituted by the above minor signatory (after reaching the age of 18 years or while still a minor, with the assistance of his/her guardian) to the extent that the same have arisen from, have occurred during or are in any way related to his/her participation in the degree/diploma and the related activities.

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 agreement voluntarily.

Full names and surname of parent / guardian:

Identity Number:

Signature of parent / guardian:

Date:

Office Use Only

	1st choice	Signature	Date	2nd Choice	Signature	Date	Signature & date when processed by Student Admin
Accepted							
Provisionally accepted							
Waitlisted							
Rejected							
Final Choice					Official Signature:		

SEND COMPLETED APPLICATIONS TO:

<p>ALICE CAMPUS</p> <p>The Registrar University of Fort Hare Private Bag X1314, Alice 5700</p>		<p>EAST LONDON CAMPUS</p> <p>The Registrar University of Fort Hare Private Bag X9083 East London 5200</p>
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Contact Details	<p>Alice Campus Tel: 040 602 2281 / 2053 / 2512 / 2016</p> <p>East London Campus Tel: 043 704 7004 / 7155 / 7266 / 7139</p>
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PART A
Version 3.00 – Valid from 11/2014

**“Pre-Agreement Statement, Quotation and Agreement in terms of Section 92 of the National Credit Act, 34 of 2005:
Edu-Loan (Pty) Ltd (Reg no: 1996/003961/07) (NCR no: NCRCP158) (“Credit Provider”)**

EduLoan House, Constantia Park, Tax Invoice Call Centre: 0860 55 55 44
Cnr 14th Ave & Hendrik Potgieter Road, Weltevreden Park Vat no: 4550176798 Fax No: 086 633 3832
PO Box 5287, Weltevreden Park, 1715 Initiation & admin fee are VAT inclusive 086 6333841/3
www.eduloan.co.za

A1

APPLICANT'S DETAILS			
Surname:		ID No:	
Name:		Tel (home):	
Physical address: (domicile)		Tel (work):	
	Code:	Cell:	
Postal address:		Employer:	
	Code:	Occupation:	Years in service: <input type="text"/>
Email address:		Income Status:	Permanent Contract worker Temporary
		Employee No:	

Race (Research and Reporting on Statistics): Black Asian Coloured White Gender: Female Male Marital status: Married Single COP Divorced ANC Widowed No. of Dependents:

A2

STUDENT'S DETAILS			
Surname:		Full names:	
ID No:		Student No:	
Tel (Work):		Email address:	
Cell:		Course studying:	Year of study: 1 2 More
University or Institution:		Applying for:	<input type="checkbox"/> Certificate <input type="checkbox"/> Diploma <input type="checkbox"/> Degree <input type="checkbox"/> Honours <input type="checkbox"/> Masters

A3

APPLICANT'S INCOME INFORMATION			
Monthly gross salary (ie. Before company deductions and other company contributions)	R		COMMENTS RELATING TO INCOME
Net monthly company salary (cash salary) (ie. after company deductions and tax)	R		
Other income (i.e. maintenance, pensions, rental income, etc.)	R		
Total monthly expenses (i.e. food, clothes, insurance, housing etc.)	R		
Other monthly debt repayments (i.e. home loan, car loan, other loans)	R		
Disposable (Net) income	R		

A4

PAYMENT HISTORY

Are you currently under or have you applied for debt review? Yes No. Do you have any rearrangement in place with a credit provider as a result of debt counselling? Yes No.
Do you have any dispute in progress with a credit bureau? Yes No.
If married in community of property, is your spouse currently under debt review or has he/she ever applied for a debt review? Yes No.

PRODUCT APPLYING FOR:	
<input type="checkbox"/> Study Loan <input type="checkbox"/> Book Loan <input type="checkbox"/> Accommodation Loan Payment of the loan amount is made directly by the Credit Provider to the Service Provider. If the Student cancels his/her studies at the Service Provider, any credit on the Student's account will be credited to Eduloan's account to offset administration costs incurred.	Loan amount: R <input type="text"/> Interest: Flat Rate _____ % Total monthly service fees (included in instalment; incl. VAT): R <input type="text"/> Initiation fee (included in instalment; incl. VAT): R <input type="text"/> Total amount repayable: R <input type="text"/> Number of instalments (months): <input type="text"/> Monthly instalment: R <input type="text"/> Annual Effective Rate: <input type="text"/> %

A5

PAYMENT OR DEBIT ORDER INFORMATION

The Parties agree that the Credit Provider will advance the Loan Amount to the Applicant and pay it to the above Service Provider for the above student.
The Applicant undertakes to repay the Total Amount in the number of monthly instalments as detailed above in terms of the authority below. The Applicant hereby authorises his/her Employer specified above to deduct the monthly instalments from his/her salary. Any charges levied by the Employer to effect the salary deduction will be for the account of the Applicant and the Employer will recover the costs directly from the Applicant's salary. If this salary deduction is deducted through inter alia PERSAL/PERSOL/SASSA system, the deduction will be deemed to be administered by the Credit Provider on behalf of the Educational Institution indicated above.
If the Credit Provider does not have a deduction agreement with the Applicant's Employer or if a salary deduction can not be executed, the Applicant authorises the Credit Provider to deduct the monthly instalments from the following bank account via a debit order.

Name of the account holder:	Bank:	
Branch code:	Account No:	
Type of account:	Date of deduction from Salary or Bank Account:	Date of deduction:

The Applicant agrees that the Credit Provider may change the date of deduction if the agreed upon date is not a business day.

A6

MARKETING OPTIONS (Applicant to indicate preferences)

The Applicant opts to be included in the Credit Provider's distribution of marketing material. Yes No Preferred method of communication: Mobile SMS Email Direct Mail

By signing this the Applicant confirms acceptance of the quotation and that a binding agreement is concluded on the above Terms and Conditions read with Part B hereof, the contents of which are deemed to be incorporated herein, unless the Credit Provider rejects the application, in which case the Applicant will be advised accordingly in writing or electronically. The loan will only be made available to the Applicant subject to the Credit Provider undertaking an assessment and being satisfied that the Applicant can afford the loan. Call 0860 55 55 44 for assistance in completing this form

OFFICE USE ONLY	
Signature of Credit Provider Representative	
Commission agent code:	<input type="text"/>
Agent's Name:	ID: <input type="text"/>

Applicant	Spouse (if married in Community Of Property to Applicant)	Credit Provider Representative	Witness 1	Witness 2
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

ANNEXURE: TERMS AND CONDITIONS .

PART B
Version 3.00 – Valid from 11/2014

1. THE EDUCATIONAL LOAN AGREEMENT ("the Loan Agreement")

- 1.1 The Loan Agreement consists of Part A, being the quotation, pre-agreement statement and repayment schedule as well as this Part B, being the terms and conditions, once signed by the Parties, and it is the only recordal of the issues addressed herein.
- 1.2 The Loan Agreement is entered into by and between Eduloan (Pty) Ltd ("the Credit Provider") and the Applicant detailed in Part A.
- 1.3 The Credit Provider is registered in terms of the National Credit Act No. 34 of 2005 ("National Credit Act") under number NCRCP158.
- 1.4 The Applicant understands that the terms and conditions applicable to the Loan Agreement will at all times be subject to the provisions of the National Credit Act.
- 1.5 "Prime rate" means the publicly quoted variable annual rate of interest as charged by the bankers of the Credit Provider and as certified by the auditors of the Credit Provider, whose appointment it shall not be necessary to prove. Details of such bankers will be provided to the Applicant when so requested in writing.

2. PAYMENTS

- 2.1 The repayment schedule contained in A4 of Part A sets out the information relating to the credit extended.
- 2.2 The Applicant must make consecutive monthly payments to the Credit Provider that are due and payable in terms of this Loan Agreement on or before the payment date without any deductions or demand.
- 2.3 The Credit Provider will credit each payment made under the Loan Agreement to the Applicant's account on the date of receipt of the payment as follows:
 - 2.3.1 firstly, to satisfy any due or unpaid interest charges;
 - 2.3.2 secondly, to satisfy any due or unpaid fees or charges;
 - 2.3.3 thirdly, to reduce the amount of the principal debt.
- 2.4 The Credit Provider will make the payment of the Loan Amount, as set out in A4 of Part A to the Service Provider, and as directed by the Applicant. "Service Provider" refers to the Educational Institution, Eduxtras Debit Card or any other third party that provides services or goods related to and for an educational purpose and as approved by the Credit Provider.
- 2.5 The Educational institutions will not be permitted to refund any of the funds paid to it by the Credit Provider to the student or the Applicant. The unused funds will be transferred back to the Credit Provider and credited against the Applicant's account. The Credit Provider will thereafter refund the Applicant into the bank account provided for in A5 of Part A or if amended into the latest bank account provided to the Credit Provider in writing, if such refund is due to the Applicant.
- 2.6 The Applicant may also make additional payments to settle the Loan Agreement or monthly payments earlier without any notice to the Credit Provider.
- 2.7 The Applicant undertakes to inform the Credit Provider in writing of any changes related to his/her payment method and/or his/her employment status.

3. COSTS, FEES AND CHARGES

- 3.1 The interest and fees on amounts in arrears will be the same as the interest rate and fees charged in respect of the Loan Agreement.
- 3.2 The Credit Provider may charge and recover the following fees in respect of the Loan Agreement provided that these fees do not exceed the prescribed legal maximum in terms of the National Credit Act:
 - 3.2.1 An initiation fee in respect of the costs of initiating the Loan Agreement and which will be levied on the date the Loan Agreement is signed, which fee the Applicant has elected to form part of the loan amount. The Credit Provider will at its election, be entitled but not obliged to levy interest on the initiation fee;
 - 3.2.2 A monthly service fee recoverable by the Credit Provider in connection with the routine administration cost of maintaining the Loan Agreement will be levied at the end of each month to which it relates;
 - 3.2.3 Default administration charges to cover administration costs incurred as a result of the Applicant defaulting on obligations under the Loan Agreement;
 - 3.2.4 Collection costs, being amounts that may be charged by the Credit Provider in respect of the enforcement of the Applicant's monetary obligations under the Loan Agreement not exceeding the maximum amount determined by the National Credit Act, and does not include default administration charges.
- 3.3 The interest rate applicable to all agreements excluding the laptop finance is fixed for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365-day year, which is charged monthly in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.
- 3.4 The interest rate applicable to laptop finance is linked to the Prime rate, with a margin of 1% (one percent) above the Prime rate for the period of the Loan Agreement provided that it does not exceed the prescribed legal maximum in terms of the National Credit Act. The interest is calculated on a daily basis on the outstanding balance, over a period of a 365-day year, which is charged at the end of the month on a monthly basis in arrears and is due and payable immediately and is debited to the Applicant's account on the last day of each month.

4. EARLY SETTLEMENT AND ACCOUNT TERMINATION BY Applicant

- 4.1 The Applicant understands that he/she may at any time terminate the Loan Agreement by paying the settlement amount owed to the Credit Provider.
- 4.2 Should the Applicant decide to settle or terminate the Loan Agreement, a request for a settlement amount may be made to the Credit Provider at the contact number 0860 55 55 44. The settlement amount provided by the Credit Provider shall be the total of the unpaid balance of the principle debt, the unpaid interest charges and all other fees and charges up to the settlement date, and further, will be valid for the period stated on the settlement letter provided to the Applicant.
- 4.3 Take note that the cancellation of the salary deduction instruction, due to the early settlement and/or additional payments made on the account before the date of the last instalment agreed to by the Parties, may take up to 2 (two) months. However, any instalment received by the Credit Provider during this period after the loan has been settled in full will be refunded to the Applicant if due to him/her.
- 4.4 Notwithstanding the provisions of 4.1 and 4.2 above, in order to validly cancel the loan application the Applicant must cancel directly with the Educational Institution as well as with the Credit Provider by providing a written notice of cancellation and/or termination.
- 4.5 Should cancellation or termination of the loan take place after the funds have been paid over to the Educational Institution, whether or not a confirmation slip has been issued, the Applicant will be liable to pay over the funds to Eduloan.
- 4.6 The cancellation or termination of this Loan Agreement with the Applicant will entitle them to the "cooling off" period as envisaged in Section 121 of the National Credit Act.

5. STATEMENTS

- 5.1 The Applicant requests that the Credit Provider issues statements of account ("statement") at three-month intervals.
- 5.2 The Credit provider will make available to the Applicant a statement on any existing loan, setting out all charges levied, all payments received and the balance outstanding. This statement of account can be viewed and printed from the www.myeduloan.co.za after registering as a user.
- 5.3 The Applicant may dispute all or part of the statement provided for by sending the Credit Provider a written notice to this effect.

6. DEFAULT AND DEFAULT ADMINISTRATION COSTS

- 6.1 Default in terms of this Loan Agreement occurs if:
 - 6.1.1 The Applicant fails to make payments that are due in terms of the Loan Agreement;
 - 6.1.2 The Applicant fails to comply with the terms and conditions of the Loan Agreement;
 - 6.1.3 An administration order in respect of the Applicant or his surety is issued;
 - 6.1.4 A judgment is granted against the Applicant and same is not settled or rescinded within 30 (thirty) days from the date thereof;
 - 6.1.5 The Applicant furnishes any incorrect and/or untrue information regarding himself and/or his financial position to the Credit Provider;
 - 6.1.6 The Applicant does anything and/or allows anything which has a negative effect on the rights of the Credit Provider.
- 6.2 Implication of default mentioned in 6.1:
The Credit Provider will provide the Credit Bureaux of such negative payment history of the Applicant which will affect the Applicant's payment profile at the Credit Bureaux and may also adversely affect the Applicant's credit status at any organization making enquiries at the Credit Bureaux, and further, legal action process which may result in additional costs to the Applicant and as detailed below in 6.3, will be instituted against the Applicant.
- 6.3 In the event that the Applicant defaults, the following process will be followed by the Credit Provider:
 - 6.3.1 Provide the Applicant with written notice of such default demanding that the Applicant rectify the default; and
 - 6.3.2 Advise him/her that he/she may refer this Loan Agreement to a debt counselor and an alternative dispute resolution, consumer court or, if applicable, an ombud with jurisdiction;
 - 6.3.3 The Credit Provider may require payment by the Applicant of default administration charges in respect of each letter necessarily written in terms of Part C of Chapter 6 of the National Credit Act. Such payment may not exceed the amount payable in respect of a registered letter of demand in undefended action in terms of the Magistrates' Courts Act, 1944 in addition to any reasonable and necessary expenses incurred to deliver such letter. In addition, and if applicable, the Credit Provider may charge collection costs which may not exceed the costs incurred by the credit provider in collecting the debt -
 - (a) to the extent limited by Part C of Chapter 6 of the National Credit Act, and
 - (b) in terms of - (i) the Supreme Court Act, 1959, (ii) the Magistrates' Court Act, 1944, (iii) the Attorneys Act, 1979; or (iv) the Debt Collector's Act, 1998, whichever is applicable to the enforcement of the Loan Agreement;
 - 6.3.4 The Credit Provider may approach the court for an order to enforce the Loan Agreement only if, at that time, the Applicant is in default and has been in default under the Loan Agreement for at least 20 (twenty) business days and— (a) at least 10 (ten) business days have elapsed since the Credit Provider delivered a notice to the Applicant as contemplated in section 86(9), or section 129(1) of the National Credit Act, as the case may be;
 - (b) in the case of a notice contemplated in section 129(1), the Applicant has—
 - (i) not responded to that notice; or
 - (ii) responded to the notice by rejecting the Credit Provider's proposals;
 - 6.3.5 The Credit Provider will provide the Applicant at least 20 (twenty) business days' notice of its intention to list the Applicant for the default at the Credit Bureaux;
 - 6.3.6 List the Applicant at the Credit Bureaux for default if the Applicant does not procure payment due to the Credit Provider within the 20 (twenty) business days' notice. The Credit Bureaux provides a credit profile and possibly a credit score on the credit worthiness of the person subject to the record that can be affected due to the adverse information and default listing;

Initial:

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Applicant Spouse



Cut along dotted line

- 6.3.7 Request the Service Provider, if legally possible and at the sole and absolute discretion of the Credit Provider, to withhold the academic results of the student in terms of the agreement between the Credit Provider and the Service Provider.
- 6.4 In the event of such default the Credit Provider will be entitled at its own and absolute discretion and after consultation, to extend the repayment period agreed to in Part A for a required period of months needed to repay the loan in full not allowing the installment to exceed the installment agreed to in Part A except where the installment due is less than agreed to.
- 6.5 The interest is calculated and charged as more fully detailed in 3.3. and 3.4 above and is debited to the Applicant's account as agreed in A4 and A5 of Part A.
- 7. ACCOUNT TERMINATION BY CREDIT PROVIDER**
In the event of a default as mentioned in 6, the Credit Provider may terminate the Loan Agreement according to the provisions of the National Credit Act.
- 8. ADDRESSES FOR RECEIVING OF DOCUMENTS**
- 8.1 The Applicant chooses the physical address as provided in Part A, for the serving of legal notices. The postal address will be used for the sending of other notices and documentation, for example the statement of account if no email address has been provided by the Applicant in Part A of the Loan Agreement.
- 8.2 The Credit Provider chooses its physical address as set out in Part A of the Loan Agreement for the serving of legal notices and other documentation or the Applicant may forward such documentation to legal@edulooan.co.za or fax it to 086 632 4445.
- 8.3 Both parties agree to inform the other of the change of the notice address, postal address, telefax number or email address as soon as possible after any such change. The change will be effective on the 5th (fifth) business day after receipt of such notice.
- 8.4 The parties agree that the notice will only be valid if it is in writing and sent to the address as stipulated in Part A of the Loan Agreement.
- 9. INFORMATION DISCLOSURE**
- 9.1 The Credit Provider shall not disclose any confidential information obtained in the course of Loan Agreement to outside third parties unless obliged to do so by law or a court order or where consent has been provided in terms of these terms and conditions and as recorded in this Part B of the Loan Agreement.
- 9.2 By entering into the Loan Agreement the Applicant acknowledges, agrees and/or condones that the Credit Provider may provide to any of the Credit Bureaux listed in 9.6 below, any adverse information in the format prescribed by such Credit Bureaux and provided for by the National Credit Act. Such Credit Bureaux provide a credit profile and possibly a credit score on the credit worthiness of the person subject to the record.
- 9.3 The Applicant consents to the Credit Provider forwarding, at its sole and absolute discretion, adverse information relating to the loan to the Service Provider and, without limiting the foregoing, in the event of default or if the Student and/or the Applicant is reasonably believed to have fraud.
- 9.4 The Credit Provider may provide details to the South African Fraud Prevention Services ("SAFPS") of any conduct on the Applicant's account or Loan Agreement that gives the Credit Provider reasonable cause to suspect that the conduct is of a fraudulent nature.
- 9.5 By entering into this Loan agreement the Applicant consents and/or ratifies to the Credit Provider obtaining from the Credit Bureau and/or National Loan Register the Applicant's credit record and payment history and, without derogating from the foregoing, that the Credit Provider can resile from this Loan Agreement immediately on receipt of any information that the Applicant has failed his/her affordability test as prescribed by the National Credit Act.
- 9.6 The Applicant has the right to contact the Credit Bureau with the following contact details to have the Applicant's record disclosed and to request the correction of inaccurate information:
- | | | | |
|---|---|---|---|
| Expert Decision Systems XDS
Telephone: 011 645 9100
E-mail: info@xds.co.za | TransUnion Credit
Telephone: 011 214 6000
E-mail: Disputeinfo@transunion.co.za | Experian Credit Bureau
Telephone: 0861 105 665
E-mail: info@experian.co.za | Compuscan
Telephone: 021 888 6000
E-mail: info@compuscan.co.za |
|---|---|---|---|
- 10. DISPUTE RESOLUTION**
- 10.1 The Applicant agrees that in the event of any dispute or complaint he/she will inform the Credit Provider thereof in writing in order to resolve the issue at hand. The Applicant may forward the notice to legal@edulooan.co.za or fax it to 086 632 4445.
- 10.2 In terms of the National Credit Act the Applicant may also attempt to resolve any complaint or dispute regarding the Loan Agreement by:
- 10.2.1 alternative dispute resolution;
- 10.2.2 referring the complaint or dispute to the National Credit Regulator established in terms of the National Credit Act; or
- 10.2.3 by making an application to the National Consumer Tribunal established in terms of the National Credit Act.
- 10.3 The National Credit Regulator may be contacted on 0860 627 627 / info@NCR.org.za and the National Consumer Tribunal may be contacted at 012 663 5615/ 0860 627 627.
- 11. PAYMENTS TO INTERNATIONAL EDUCATIONAL INSTITUTIONS**
- 11.1 The Credit Provider will finance South African students studying abroad as well as foreign students studying in the designated country or abroad. The Applicant must, however, be in South Africa.
- 11.2 The Credit Provider will make all payments in the South African Rand currency and in terms of the South African Banking and payment system. For avoidance of doubt, the monies stipulated in the loan application will be paid in South African Rands directly to the International Educational institution. In the event of a shortfall in the fees due to currency fluctuations or foreign exchange, the Applicant will be liable to pay the International Educational institution the outstanding amounts.
- 11.3 The Applicant will responsible for all bank charges.
- 11.4 Loan payments will take up to 45 days from date of approval to be paid into the International Educational Institution account.
- 11.5 The Credit Provider may at anytime offset exchange rate fluctuations for payments to International Educational Institutions.
- 12. GENERAL**
- 12.1 Any agreed changes to this Loan Agreement will be made in writing and signed by both parties to the agreement or electronically voice recorded by the Credit Provider. The Credit Provider will within 20 (twenty) business days after the date of agreed change to the Loan Agreement deliver to the Applicant by way of email, postal or fax as agreed to by the parties at the time of the amendment, a document reflecting the agreed amendments. The amended agreement will not create a new Loan Agreement unless clearly stated.
- 12.2 The Loan Agreement will be governed by the Laws of the Republic of South Africa.
- 12.3 A translated version of the Loan Agreement will be provided to the Applicant upon request. Should any ambiguities occur in the translated version of the terms and conditions, the English version will get preference.
- 12.4 The Credit Provider may without consent or notice to the Applicant, cede and/or delegate any of its rights and/or obligations under this Loan Agreement.
- 12.5 The Applicant may apply to a debt counsellor to be declared over-indebted by following the following procedures, but not after the Credit Provider has started legal action in terms of 6.3 above:
- 12.5.1 Inform the Credit Provider of the Applicant's intention of initiating the debt counseling process by contacting the Eduloan call centre at 0860 55 55 44;
- 12.5.2 The Applicant must visit any debt counsellor of his/her choice and provide the debt counsellor with his/her income and expense information;
- 12.5.3 Should the debt counsellor determine that the Applicant is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Applicant's agreements to be reckless or that the obligations of the Applicant be rearranged;
- 12.5.4 The debt counsellor will guide the Applicant through the process of debt counseling.
- 12.6 If at any time, any of the terms or conditions is found to be illegal, unenforceable or invalid in whole or in part, then the remaining portion of such terms and conditions will remain binding and in full force and effect.
- 12.7 In the event that the student cancels his/her studies, and a credit amount reflects on his/her student account at the Service Provider as a result of such cancellation, the amount will be credited to the Credit Provider account. The same will be applicable when the Credit Provider makes a payment of a loan amount that is in excess of the amount due to the Service Provider.
- 12.8 In the event of death or retrenchment of the Applicant, the outstanding balance will be regarded as being repaid in full, provided that no amounts payable and due at that stage are in arrears.
- 12.9 Any commission to be paid to an agent for assisting with the completion of the agreement will have no influence on the Applicant's cost of credit and will be the same as an agreement where no agent has assisted the Applicant.
- 12.10 To the maximum extent permitted by law, the Applicant hereby agrees that the Credit Provider may, without further notice to the Applicant, cede all or part of the Credit Provider's rights and/or delegate all or any part of the Credit Provider's obligations under this Agreement, either absolutely or as collateral to any person, Third Party or Credit Provider, even if such cession or assignment by the Credit Provider results in ceding its Loan Book to a Third Party or Credit Provider.
The Applicant may not transfer his/her rights or delegate his/her obligations under this Agreement unless written consent from the Credit Provider is obtained.
- 13. DECLARATION**
The Applicant:
- 13.1 Confirms that he/she applied for a loan with the Credit Provider and that the information furnished therein is to his/her knowledge and belief, true and correct and that no information required for evaluating the Loan/credit application has been omitted and acknowledges that subject to the correctness thereof, if approved, the application will constitute a binding Loan Agreement;
- 13.2 Confirms that the Applicant and Student understand that the Credit Provider will take legal action against any person who commits any act that can be defined as fraudulent. The Credit Provider will be entitled, without limitation, to open a case of fraud against the perpetrator and will forward such details to the Service Provider which will further be entitled to take any action it deems fit;
- 13.3 Understands that the Credit Provider is not an agent or representative of the Service Provider except for the purpose of administering the Persal and/or Persol code and/or the SASSA system as agreed between the Credit Provider and the Service Provider and cannot be held responsible if the Service Provider fails to deliver educational services to the Student;
- 13.4 Acknowledges and consents to the Credit Provider using Nu-Pay for payment requests made from the Applicant's bank account in terms of Part A;
- 13.5 Declares that by signing this Loan Agreement, he/she acknowledges that he/she fully understands the risks, costs and obligations associated with entering into the Loan Agreement, can afford it and that such portion of the Loan Agreement that required explanation has been fully explained to his/her satisfaction.
- 14. WAIVER**
- 14.1 The Applicant has the right to a 5 day's cooling off from the date of entering into this agreement. The Applicant may however waive this right by initialing in the relevant box provided.
 Yes No

SIGNED AT _____ ON THIS _____ DAY OF _____

Applicant

Spouse (if married in Community Of Property to Applicant)

Witness

Witness

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Paying outstanding fees

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- Low interest rates
- No lengthy repayment periods – when you're done studying, you're done paying
- Easy application and approval process

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