



GAP YEAR REGISTRATION CONTRACT

1. LEARNER DETAILS:						
Title:		Surname:				
Initials:		First Name/s:				
Sex:	Male	Female	Name Known By:			
ID/Passport No:						
Local Residential Address:						
Tel H:		Tel W:		Cell:		
Email:						
Postal Address:				Postal Code:		
School:				Shirt Size:		
Home Language:				Race:		
Citizenship:			Medical AID:			
Disability:			Medical AID Number:			
Allergies:						
2. ACCOUNT PAYER'S DETAILS:						
Party responsible for payment:		Self	Parent	Relative	Company	Other
Title:		Surname/Company's Name:				
First Name/s:						
ID/Passport No/Company No:				Citizenship:		
Tel H:		Tel W:		Cell:		
Email:						
Postal Address:				Postal Code:		
Local Residential Address:						
Name of Employer:						
Business Address:						
3. NEXT OF KIN / FAMILY MEMBER NOT LIVING WITH YOU:						
Title:		Surname:				
Initials:		First Name/s:				
Name known by:						
Local Residential Address:						
Tel H:		Tel W:		Cell:		
Email:						
Postal Address:				Postal Code:		
4. COURSE DETAILS						
Please check e-mail for available courses and their course number, e.g Course 1						
Course:		Course Amount:		R195 000,00		
Where: Limpopo, Steenbokpan, 23°42'23.5"S 27°11'46.6"E (50 Km from Ellisras / Lephalale)						
Transport: Own Transport						
Bank Details: GameWays PTY LTD		Please use "GY" and the student's name as reference				
Account Number: 62589301771		Send proof of payment to info@gameways.co.za				
Code: 210 755		A 50% deposit is payable, all outstanding fees must be paid				
Branch: FNB Lephalale		on day that course starts.				

5. PAYMENT DETAILS:

I acknowledge and accept participation in this course.

Signature:

I undertake to pay the tuition fee as follows:

R on signature hereof**R** on or before course start

(a) I understand and acknowledge this Registration Contract together with the Disclosure Attachment, the quote furnished to me and the Student Rules, constitute a binding Agreement between myself and Gameways and that no de-registration or cancellation is permitted twenty one (21) days of date before course starts, in the case of cancellation within the twenty one (21) days before course starts, all course fees will be forfeited. (b) This Agreement cannot be cancelled or transferred without the express written permission of a Director of Gameways. (c) I understand and acknowledge that this document embodies the entire Agreement between parties and signatories relating to the matters dealt with herein and representations, warranties, undertakings or promises have been made by Gameways except as incorporated herein. (d) I intend that the section signed by myself and the section signed by any other party to this Agreement, should all be viewed as one Agreement and I acknowledge full liability in terms of the entire Agreement. (e) I consent to be liable in terms of any faxed copy of this Agreement and for all purposes it shall be valid and enforceable.

I the undersigned, confirm that I have read this Agreement and the terms and conditions emailed or printed on the reverse side hereof and consider myself bound by all the terms and conditions thereof. I acknowledge however that I am indebted to Gameways to the value of R195 000.

	Signature	Date
Name of Learner:		
Name of Guardian/ Surety:		
Name of Acc Payer/ Surety/Sponsor:		
GameWays Representative:		

TERMS AND CONDITIONS:

(1) Unless inconsistent with or otherwise indicated by the context, an expression which denotes any gender shall include the other genders, a natural person shall include an artificial person and vice versa and the singular shall include the plural and vice versa. Clause headings are included for reference purposes only and shall not be taken into account when interpreting the Agreement. (2) For the purpose of this Agreement "Gameways" shall mean Gameways PTY LTD, Registration Number 2013/209762/07, Plaas Dwars-In-De-Weg 289LQ, Steenbokpan, Limpopo Province at which address Gameways will accept notices and documents relating to this Agreement. (3) For the purpose of this Agreement "the Signatory" shall mean, joint and severally, the Learner, the Guardian, the Surety, the Sponsor (if applicable) and the Account Payer. Each of these Parties appoint the address/es on the front page of this Agreement as the address/es where they will accept notices and documents relating to this Agreement. (4) Gameways reserves the right to not accept the application for registration unless it is accompanied by the registration fee and the first installment. (5) All fees may be refunded if this contract is cancelled within the 7 day grace period offered in terms of this Agreement. (6) If no timetable has been issued to the Learner, training shall be provided at times and on dates mutually agreed upon between the Learner and Gameways. (7) Semester or weekly timetables for courses as well as commencement dates may be altered at the discretion of Gameways. (8) All programmes offered are subject to demand. (9) Failure of the Learner to participate in or attend tuition processes will not reduce liability for the cost of the programme and the Signatory shall not be entitled to a credit or a reduction (10) Should Gameways be unable at any time to provide services as contemplated in this Agreement, regardless of the cause of such inability, and regardless of whether Gameways could have done anything to prevent such an inability to provide services or not, Gameways will give the Learner notice of such inability at the earliest opportunity (11) No results will be made available or certificate be issued until the full balance due to Gameways has been paid. (12) Learners may be suspended from Gameways if there is a breach of any part of this Agreement. (13) All rules signed by the learner are an integral part of this Agreement and the Learner and Account Payer hereby binds himself to them. (14) The Learner hereby agrees to observe the Gameways Code-of- Conduct. Should the Learner fail to do so, interfere with other Learners or disturb the smooth running of the course or program it will constitute a breach of this Agreement in which event the Learner may be expelled from Gameways course, forfeiting all monies paid. (15) Gameways may periodically make rules it considers advisable relating to programme participation and/or attendance, Learner conduct and other matters. Violations of academic honesty or of academic integrity including cheating and plagiarism will result in disciplinary action and may result in expulsion. (16) No alcohol and/or drugs are allowed on the Gameways Facilities. Learners in whose possession alcohol and drugs are found, may be expelled. (17) Gameways may use images (photographs etc.) taken of the Learner in its advertising and marketing without restriction. (18) Gameways will not be liable for injury to, or death of any Learner nor loss or damage to personal effects and possessions whilst the Learner is on the Gameways facilities or anywhere else in connection with the programme. The Signatory hereby indemnifies Gameways in this regard. (19) The Signatory is responsible for the payment of any external fees and these fees are not included in the Gameways fees. (20) The Learner will not be permitted to attend support services if the terms of payment are not adhered to. This will not relieve the Signatory of the obligation to pay full fees. (21) The Signatory hereby consents to an Emolument attachment and/or Garnishee order being obtained by Gameways, the installment thereunder not being less than the installments as per this Agreement. (22) A certificate signed on behalf of the company by any Director, whose authority it shall not be necessary to prove, shall be prima facie evidence of any outstanding indebtedness in terms hereof. (23) Should the Signatory breach this Agreement in any manner whatsoever and without derogating from the generality thereof, the events detailed below shall be deemed to be a breach hereof, then,

notwithstanding anything contained herein, the full amount of the principal debt outstanding together with interest up to the date of breach shall immediately become due and payable. For the purposes of this paragraph the following shall be deemed to be a breach by the Signatory: (24.1) failing to pay any installment on due date; (24.2) a provisional or final order of sequestration being granted against the Signatory; (24.3) the Signatory failing to have any judgment given against him/her rescinded within 21 days from the date that the judgment was handed down against him/her; (25) In the event of a breach by the Signatory of the terms of this Agreement, the Signatory agrees to be liable to Gameways and/or its agents for the payment of: (25.1) interest of the maximum permissible rate under the National Credit Act, 34 of 2005 on all outstanding amounts. (25.2) all costs and expenses of whatever nature incurred by Gameways as a direct or indirect consequence of the Signatory's date of breach shall immediately become due and payable. For the purposes of this paragraph the following shall be deemed to be a breach by the Signatory: (25.3) failing to pay any installment on due date; (25.4) a provisional or final order of sequestration being granted against the Signatory; (25.5) the Signatory failing to have any judgment given against him/her rescinded within 21 days from the date that the judgment was handed down against him/her; (26) In the event of a breach by the Signatory of the terms of this Agreement, the Signatory agrees to be liable to Gameways and/or its agents for the payment of: (26.1) interest of the maximum permissible rate under the National Credit Act, 34 of 2005 on all outstanding amounts. (26.2) all costs and expenses of whatever nature incurred by Gameways as a direct or indirect consequence of the Signatory's breach, including legal costs on an Attorney and Client scale and tracing fees. (26.3) any Penalties, which may be debited as a result of late payments, Service Fees on payments, return debit orders and/or dishonoured cheques. (27) The Signatory may be registered with one or more credit bureaus, within the rules of the National Credit Act, if there is any default on any payment. (28) None of the terms and conditions of this Agreement is capable of being cancelled, waived, amended, added to or deleted, unless such cancellation, waiver, amendment, addition or deletion is reduced to writing and is signed by the parties hereto. (29) No indulgence on the part of Gameways shall constitute a waiver, variation or novation of any such right in terms hereof. (30) The provisions of this Agreement shall, as far as is permitted by law, be binding upon the parties' executors, trustees, curators, legatees, heirs and other successors in title. (31) Gameways shall be entitled, without notice, to cede all or any of its rights in terms hereof. The Signatory may not cede his rights in terms of this Agreement. (32) Each clause of this Agreement is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be of full force and effect and continue to be of full force and effect. (33) The Local Magistrates Court shall have jurisdiction for all or any disputes which arise between the parties flowing from this Agreement or the interpretation thereof. (34) In the event of the Signatory completing the form incorrectly and the details herein not being correct, this Agreement shall be deemed to be amended so as to correctly reflect the details (35) All parties to this Agreement hereby agree that progress reports may be sent to the Account Payer, Learner, Parent, Employer and/or Guardian at Gameways's discretion. (36) The Learner hereby consents to Gameways communicating with them by any form of communication including SMS, email, social media platforms and learning management systems. (37) The Signatory has the right at any time to pay in advance any amounts owed to Gameways without notice or penalty, whether or not the money is then due or not. Any advance payments made by the Signatory will result in the repayments begin reduced proportionately so as not to change the repayment term. (38) The Learner may terminate this Agreement at any time without notice by settling the full amount owing to Gameways. The amount required to settle this Agreement will be the total of: (38.1) the unpaid balance of the principal debt; (38.2) the unpaid interest charges and all other fees and charges payable by the Signatory up until the settlement date; and (38.3) where applicable, an early termination charge equal to no more than the interest which would have been payable

under this Agreement for a period equal to 3 months and the period of notice of settlement, if any. (39) The Signatory agrees that Gameways may provide information regarding this Agreement to any credit bureau. (40) Gameways may provide any credit bureau with: (40.1) details of any noncompliance with the terms of this Agreement; and/or (40.2) any other information as may be permitted or required by the National Credit Act. (41) A credit bureau may provide a credit profile and possibly a credit score on the Signatory's creditworthiness to other credit providers. The Signatory has the right to contact the credit bureau to have its credit record disclosed and to request the correction of inaccurate information. The name(s) and contact details of the credit bureaux will be made available to you on request. (42) The Signatory has the right to: (42.1) resolving a complaint by referring the matter to a dispute resolution agent, consumer court or any ombud with jurisdiction; (42.2) file a complaint with the National Credit Regulator; or (42.3) make an application to the National Consumer Tribunal. (43) The contact details of these parties are: (43.1) National Credit Regulator: www.ncr.org.za, info@ncr.org.za, Tel: 0860 627 627 or (011) 554 2600 (43.2) National Consumer Tribunal: www.thenct.org.za, Registry@thenct.org.za, Tel: (012) 683 8140 or (012) 742 9900. (44) The Signatory has the right to apply to a debt counsellor to be declared over-indebted in terms of section 86 of the National Credit Act. If a debt counsellor determine that the Signatory is over-indebted, they may issue a proposal to the Magistrate's Court recommending that it declares one or more of the Signatory's credit agreements reckless or that your obligations be rearranged. (45) Should the Signatory breach any provision of this Agreement, Gameways may take legal steps in accordance with the National Credit Act to obtain payment. This may include sending a letter of demand requesting that you rectify the breach, appointing a debt collector and issuing summons against the Signatory.