

## YOUR CONTRACT 2024

This contract applies to all students enrolling for undergraduate and postgraduate studies at Stellenbosch University (“the University”).



You and, if applicable, your parent(s)/guardian(s) must sign this contract. This contract and your application form are the University’s agreement with you and your parent(s)/guardian(s). It takes effect as soon as you have signed it. You must print, sign, and upload this Student Contract to the Applicant Portal when you accept an offer from the University. You will not be able to register at the University without a signed contract.

If you are younger than 21 years old, you must also ensure that Section C, pertaining to suretyship, is completed.

### 1. WE PROVIDE INFORMATION, TOOLS, AND SUPPORT

We are committed to providing you with the information, tools and support you need to graduate from your programme on time. But graduating on time is up to you.



We may change our programmes and how we offer them to comply with professional accreditation bodies and the government’s requirements. We cannot guarantee that the subjects offered as part of your programme will remain the same throughout your studies. The way in which your programme is offered (e.g. in a classroom setting or online) may also change. We commit to being open and transparent and notifying you of changes as soon as we can.

### 2. CORRECT INFORMATION IS IMPORTANT

All the information you provide must be true and complete. We may verify your information with third parties or other universities. False or incomplete information may result in your application being rejected or your registration being cancelled.

### 3. FOLLOW THE UNIVERSITY’S RULES

You must follow the policies, rules and regulations (the “rules”) of the University, the faculty to which you are admitted, and University housing, as amended from time to time. The rules are published, for example, in the University Calendars, and on the website. If this contract contradicts the rules, the rules will apply. Not following the rules can lead to disciplinary action, including expulsion, further legal action (e.g. a claim for damages and criminal proceedings), or both.

### 4. ENSURE THAT YOU REGISTER CORRECTLY

You are required to register for your programme and modules every year. It is your responsibility to ensure that you meet the programme specific criteria and register for the correct programme and modules. Read more about the approved curriculum for your programme in your faculty’s section in the University Calendar and at <http://www.sun.ac.za/english/faculty/Pages/default.aspx>.

### 5. ENSURE THAT YOUR FEES ARE PAID ON TIME

You must pay all your fees on time. Read more in Part 3 (Student Fees) of the University Calendar and at <http://www.sun.ac.za/english/faculty/Pages/default.aspx>. You are responsible for ensuring that all fees are paid in full and on time, even if someone else pays your fees (e.g. a parent/guardian, NSFAS, or bursary).

If your fees are not paid on time, you will be charged interest at the prime rate from the date on which the fees were due. The University may withhold your results, refuse to register you for any further modules or programmes or withhold your qualification certificate if your account is not paid in full. If the University has to take legal action against you, you must also pay all legal fees (at the rate charged by our legal representatives).

## 6. RESPECT INTELLECTUAL PROPERTY

### 6.1. You must respect the University's intellectual property

You must respect the University's intellectual property and may not copy or share any work which belongs to the University without permission. This includes all course material such as class or study notes, videos, sound recordings, presentations, module frameworks, reading lists, summaries or other reading, all assessments such as tests, tutorials, examinations, assignments or model answers and all software, data and databases.

Your rights and duties about intellectual property are described in the University's Protection and Commercialisation of Intellectual Property Policy (the [IP policy](#)), which is available on the University website, and forms a part of this contract. The policy may change from time to time. If this contract contradicts the IP policy, the policy will apply.

### 6.2. You assign your intellectual property to the University

By signing this contract, you assign to the University all intellectual property rights in any work you create during your studies. This includes assignments, theses, dissertations, assessment scripts, personal class notes, summaries, posters, presentations, transcripts, recordings, software, hardware, data or databases or any other work created, adapted or amended by you. The intellectual property in these works belong to the University, and you may not share in any form or allow others to copy or distribute these works or infringe the intellectual property rights of the University in any manner.

### 6.3. You must respect the intellectual property of third parties

You must avoid infringing the intellectual property rights of others, including third parties, and are responsible for obtaining permission to use, share or copy the work where necessary. You must take care to avoid committing plagiarism and must acknowledge the work or ideas of others. This applies to all material made available to you for the purpose of studying, such as textbooks, podcasts, illustrations, online course material, presentations and/or any other teaching and learning aids.

## 7. HEALTH, SAFETY AND SECURITY

### 7.1. Your safety is our priority

We want to create a safe environment for our students, staff, and visitors. If students or staff members pose a danger to others or themselves, the University will take steps to address the situation (e.g. by removing the student from the premises or seeking emergency assistance or treatment).

### 7.2. Infectious diseases

If you suspect that you have an infectious or contagious disease, you must get medical assistance immediately, you must withdraw yourself from all University activities and accommodation, and you must take all other steps to make sure that you do not infect other students or staff.



If you do not take these steps, you will be held responsible for any claims against the University. In legal terms, you indemnify the University against these claims. If legal action is taken against the University you must also pay all legal fees (at the rate charged by our legal representatives).

If the University has reason to believe that you have an infectious or contagious disease or suffer from any other illness or condition that may pose a risk to yourself or others, we have the right to:

- require that you undergo a medical test or treatment,
- limit your movement on University premises,
- refuse access altogether to our premises while tests are being conducted and until results are made available, and
- depending on the test results, we may require further medical tests or treatment to prove that you have recovered.

### 7.3. You must pay for medical treatment

If you require emergency medical treatment and the University arranges for medical assistance you must pay all costs relating to the treatment even if you could not give authorisation.

## 8. THE LIMITS OF THE UNIVERSITY'S RESPONSIBILITY FOR HARM TO YOU OR YOUR PROPERTY

### 8.1. You are responsible for yourself and your property

The following terms are very important because they limit your ability to claim for any harm to you, your property, or the loss of your property while you are:

- on University property;
- participating in an activity relating to your studies or training;
- participating in sport or any other recreational activities;
- using any of our premises, buildings, equipment, or facilities; or
- staying in or visiting any of our residences or any of our other accommodation.

The University is responsible for ensuring that its property, facilities, and equipment are safe and that you are given proper instructions or warnings for their use. If the University does not meet these requirements, it is responsible for harm caused to you or your property or the loss of your property. In legal terms, the University is liable if your claim falls within section 61 of the Consumer Protection Act 68 of 2008. Aside from the responsibility referred to in this paragraph, the University will not be responsible for any harm to you or your property (including any damages flowing from the harm and all claims by dependents).

## **8.2. We have insurance against injury**

The University has insurance cover against injuries you might sustain while engaging in activities related to your studies. The cover includes activities on campus, in our laboratories, and on field trips. If you have a claim, you must let the University know immediately. You must also complete the insurance claim form as soon as possible.



The University is not liable for any claims that are not covered by this insurance.

## **9. DISCONTINUING YOUR STUDIES & CANCELLING YOUR ACCOMMODATION**

You may discontinue your studies or cancel your accommodation, but you will still have to pay some of the student and accommodation fees. Please read Part 3 (Student Fees) of the University Calendar at <http://www.sun.ac.za/english/faculty/Pages/default.aspx> to understand the process.

## **10. FORCE MAJEURE (EVENTS BEYOND OUR CONTROL)**

Circumstances may arise where it becomes impossible for the University to perform its services. This is referred to as 'force majeure', and examples include pandemics or epidemics, government action (e.g. mandatory shutdowns of the University), wars, riots, strikes, floods and other extreme weather events, earthquakes, explosions or load shedding (shortage of energy supplies). When this happens, the University will use reasonable alternative means (such as online learning) to perform its services or provide the services later (e.g. adjust the academic year).

## **11. YOUR PERSONAL INFORMATION**

During your studies, the University will process your personal information to comply with its contract with you and the laws and regulations that govern universities. Parents or guardians do not have an automatic right to a student's information (including academic results).

After you have completed your studies or are no longer a student, the University will continue to retain and process your personal information for record management purposes and in its continued relationship of you as an alumnus of this University.

If you want to know more about privacy at the University visit [www.sun.ac.za/privacy](http://www.sun.ac.za/privacy).

## **12. CONTACT US**

If you have any questions about this contract, please contact Client Services at 021 808 9111 or [info@sun.ac.za](mailto:info@sun.ac.za).

### 13. MAKE IT OFFICIAL

Please print, sign and upload your contract when you accept your offer.

#### A. THE STUDENT

Name and surname	<input type="text"/>	Date	<input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M <input type="text"/> D <input type="text"/> D
Applicant ID	APP <input type="text"/>	Birth date	<input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M <input type="text"/> D <input type="text"/> D
Signature	<input type="text"/>		

#### B. PARENTAL/GUARDIAN CONSENT (Applicable to applicants younger than 18 years)

If you are under 18, your parent or guardian must also sign this agreement to consent to the agreement between you and the University.

Parent/Guardian: Name and surname	<input type="text"/>	Cell number (+27)	<input type="text"/>
SA ID number	<input type="text"/>	Birth date (if no SA ID)	<input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M <input type="text"/> D <input type="text"/> D
<b>OR</b> Foreign ID number	<input type="text"/>	Signature	<input type="text"/>

#### C. SURETY (Applicable to applicants younger than 21 years)

By signing this, you become a surety and co-principal debtor for all the student's debts. This means that the University can hold you accountable for any debt the student owes, whether or not the student incurred the debt with your consent. You can request a student fees invoice from the University.

We can claim the entire amount that the student owes from you without claiming against the student first (in legal terms, you are jointly and severally liable as surety and co-principal debtor).

Parent/Guardian A: Name and surname	<input type="text"/>	Cell number (+27)	<input type="text"/>
SA ID number	<input type="text"/>	Birth date (if no SA ID)	<input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M <input type="text"/> D <input type="text"/> D
<b>OR</b> Foreign ID number	<input type="text"/>	Signature	<input type="text"/>
Witness 1: Name and surname	<input type="text"/>	Signature	<input type="text"/>
Witness 2: Name and surname	<input type="text"/>	Signature	<input type="text"/>

If you are married in community of property (you didn't sign a contract before you got married), then your spouse and two witnesses must also sign.

Parent/Guardian B: Name and surname	<input type="text"/>	Cell number (+27)	<input type="text"/>
SA ID number	<input type="text"/>	Birth date (if no SA ID)	<input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> Y <input type="text"/> M <input type="text"/> M <input type="text"/> D <input type="text"/> D
<b>OR</b> Foreign ID number	<input type="text"/>	Signature	<input type="text"/>
Witness 1: Name and surname	<input type="text"/>	Signature	<input type="text"/>
Witness 2: Name and surname	<input type="text"/>	Signature	<input type="text"/>