



SOMA SENSE ACADEMY (Pty) Ltd
 Reg. 2010 /018995 / 07

**RPL FULL TIME/PART TIME REGISTRATION FORM
 MEMORANDUM OF AGREEMENT/CONTRACT**

**Instructions: Please complete all sections of this Registration form & POPI ACT form
 Both Student and Sponsor/PAYEE to Initial the bottom of every page**

PLEASE NOTE: COMPLETE ALL THE PAGES IN BLACK INK ONLY

Name & Surname of Student	
Date	
Consulted by	
Course Interest	
Commencement Date <i>(office use only)</i>	
Student Number <i>(office use only)</i>	

PLEASE NOTE: THIS IS FOR OFFICE USE ONLY

Required documentation to successfully register	Please Tick √
Certified copy of student I.D	
Certified copy of I.D for the person responsible for the fees	
Copy of Grade 10 /12 Certificate	
Full length photo	
2x I.D photo's	
Signed fee agreement form / schedule / installments	
Signed POPI act consent to process personal information	
Proof of residence parties responsible for fees (not older than 3 months)	
Medical aid particulars	
Registration fee paid in full -Please attach proof of payment	
RPL Application Form and Proof of Work/Training	

“The personal information hereby provided by the contracting party will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorization is obtained.”

Student Initial: _____

Parent / Guardian Initial: _____

Please Indicate the Course you intend enrolling for as an RPL Student .Guidance and advice shall be provided after Consultation with the Principal / Academic Head of the Academy .Course Fees and Training Schedule shall be determined according to your Study Goals and GAP Analysis to attain these goals :

Course	Examination Body	Description	Duration	v
FETC: Beauty and Nail Technology	Service SETA	National: FETC: Beauty and Nail Technology, Level 4	1 Year	
Diploma in Beauty Specialists	ITEC	Optional International: Diploma in Beauty Specialist, Level 2 Unit 9: Skincare & Eye treatments Unit 10: Make-up Unit 11: Manicure & Pedicure Unit 12: Waxing Unit 22: Professional Conduct	8 months* *RPL Will be determined according to Gap Analysis	
Diploma in Health & Skincare	Service SETA SAAHSP ITEC ITEC	National: Diploma in Health & Skincare, Level 6 International: Diploma in Health & Skincare, Level 6 International: Diploma in Health & Skincare, Level 4 Unit 1: Anatomy & Physiology Unit 13: Facial Electrical Unit 15: Figure Diagnose & Body Electrical Unit 14: Swedish Massage Optional International: Unit 16: Diploma in Spa Therapy Unit 6: Diploma in Indian Head Unit 47: Diploma in Stone Massage	2 Years* *RPL Will be determined according to Gap Analysis	
Hairdressing	Service SETA	National: FETC: Certificate in Hairdressing, Level 2,3,4 2 Year contract + 1 Year industry hours	*RPL Will be determined according to Gap Analysis	
Hairdressing	ITEC	On Completion of your National Certificates, you will be able to complete your International Certificates International: Diploma in Hairdressing Level 2 Diploma in Hairdressing Level 3	2 Year contract (1 st Year) (2 nd Year) *RPL Will be determined according to Gap Analysis	

Student Initial: _____

Parent / Guardian Initial: _____

PARTICULARS OF APPLICANT	
Title	
Full Name/s	
Surname	
ID /Passport Number	
Date of Birth	
Age	
Marital Status	
Home Number	
Cellphone Number	
E-mail Address	
Permanent Home address	Code :
Address During Your Studies	Code :
Postal Address	Code :
Home Language	
School Attended	
Year Completed	
Highest School Qualification	
Subjects in School	
Other Qualifications	

“The personal information hereby provided by the contracting party will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorization is obtained.”

Student Initial: _____

Parent / Guardian Initial: _____

PARTICULARS OF PARENT/S GUARDIAN OR SPOUSE	
Title	
Full Name/s	
Surname	
ID /Passport Number	
Home Language	
Relationship with Applicant	
Home Number	
Cellphone Number	
Personal Email Address	
Permanent Home address	
Postal Address	Code :
Company / Work Name	
Company /Work address	Code :
Occupation	
Work Number	
Work Email Address	

“The personal information hereby provided by the contracting party will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorization is obtained.”

Student Initial: _____

Parent / Guardian Initial: _____

PARTICULARS OF PERSON RESPONSIBLE FOR FEE PAYMENTS	
Title	
Full Name/s	
Surname	
Relationship with Applicant	
ID /Passport Number	
Permanent Home Address	
Postal Address	Code :
Home Number	
Cellphone Number	
Company / Work Name	
Company /Work address	Code :
Occupation	
Work Telephone Number	
Email address	

“The personal information hereby provided by the contracting party will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorization is obtained.”

NOTE: Original Documents must be provided as proof before any required documents can be copied.

Student Initial: _____

Parent / Guardian Initial: _____

**THIS MEMORANDUM OF AGREEMENT/CONTRACT IS MADE AND ENTERED
INTO BY AND BETWEEN:**

1.
SOMA SENSE ACADEMY Pty (Ltd)
On the Bend Business Park
471 Frikkie Meyer Boulevard
SE 3
Vanderbijlpark
1911
Cellphone: 082 818 4725
Telephone: 016 932 2468
Fax: 016 932 2485

[Hereafter "The Academy/Soma Sense Academy"]

AND

The Parent/s – Guardian – Person/s Responsible, whose details are as follows:

Full Name/s: _____

Surname: _____

ID /Passport Number: _____

Indicate:

Married [IN] Community of Property / [OUT] of Community of Property with:

Full Name/s of Spouse: _____

Surname: _____

ID /Passport Number: _____

[Hereafter " the Person/s Responsible]

AND

Full Name/s of Learner: _____

Surname: _____

ID /Passport Number: _____

[Hereafter " the Learner"]

2.

I do hereby enroll at Soma Sense Academy (Pty) Ltd upon the following terms and conditions here under:

Course enrolled for: _____

Year of Study: _____

Course Price: R _____

3.

I agree to pay the registration fee of R _____

I agree to pay the total contract price of R _____

I agree to pay according to payment plan _____ (Refer to Fee Schedule)

4.

I agree that I have read and understood the Academy Fee schedule corresponding to the year of study. I agree that in the event of my failing to attend lectures for any reason whatsoever, and no longer continuing with the course this will not reduce my liability for the contract price of the course which shall immediately become due and payable upon demand.

5.

I agree and understand that no variation, alteration or consensual cancellation additional to this contract shall be binding upon myself and the Academy unless reduced in to writing and signed by both myself and Soma Sense Academy. The Academy reserves the right to change the course syllabus, lecture times and lecture venue.

6.

I understand that only a limited number of students enrol for the course, and accordingly I agree in the event of this contract being cancelled for any reason whatsoever by myself/parent/guardian/spouse, the contract price for the course shall not be transferable or refundable and I agree to pay the entire contract price of the course on demand.

This clause will be read in conjunction with our Cancellation of Registration, found on page 9

7.

In the event of Attorneys being instructed to recover any amounts due in terms of the contract, both parties may be liable for costs of the attorney and own client scale and collection charges on all amounts collected.

8.

Students shall not be permitted to enter and write the Academy, National & International tests and examinations unless the contract price and all other outstanding amounts are paid up to date as per the agreed fee schedule and the outstanding monthly instalments to Soma Sense Academy have been paid in full. Exam fees for International examinations are not included in the fee schedule and as such are an additional cost to be paid.

9.

Should students loans fall beyond 60 days in arrears, students will not be permitted to attend lectures.

Student Initial: _____

Parent / Guardian Initial: _____

10.

I agree that an **Administration fee of 15%** will be charged on any outstanding amounts, whether it be monthly instalment or examination fees.

11.

I hereby indemnify and hold Soma Sense Academy harmless for any loss or damage of whatsoever nature I may suffer whilst attending lectures at Soma Sense Academy, or any outing, on assignment or for any other reason whatsoever except in the event where Soma Sense Academy has acted in a negligent manner.

12.

I, the learner hereby declare that I am physically and mentally able to continue with a normal routine of instruction and treatments. I exonerate Soma Sense Academy and Company from any claim/s for damages that may arise from loss of personal affects, accidents, harmful results or any consequences whatsoever that I may suffer while using the facilities of Soma Sense Academy.

13.

I consent to the jurisdiction of the Magistrate's Court for the purpose of any action or legal proceedings which Soma Sense Academy may institute in respect of any claims of whatsoever nature arising from this contract.

14.

I accept and confirm my physical address as the place where all notices and processes of court will be delivered and served.

I, the undersigned _____ do hereby agree to be jointly and severally liable for the contract price of the course and accept all the terms and conditions as stipulated herein to be binding on me.

Signed at Vanderbijlpark on the _____ day of _____ 202__

Signature of Learner	
Signature of Parent / Guardian	
Signature of Spouse	
Signature of Responsible Person	
Signature on behalf of the Academy	
Signature of Witnesses	

Student Initial: _____

Parent / Guardian Initial: _____

CANCELLATION OF REGISTRATION

An applicant may cancel her/his registration for the current/ future academic year of study and could be exonerated from liability for the fees which is in accordance with the cancellation policy set out below. The applicant will remain responsible for the securing non-refundable placement or registration fee and / or deposit fee. The reason for cancellation will be submitted in writing to the Soma Sense Academy Principal. **All Issued Kits ,Books ,Uniforms, and Intellectual Property Of Soma Sense Academy remains the property of the company until all fees are fully paid up.**

Issued kits may not, under any circumstances, be returned for a refund, should the student decide to cancel/discontinue the course.

CANCELLATION STRUCTURE:

Reasons for written notification Cancellation	Registered Course	Financial Liability
Cancellation two (2) months Prior to commencement of course	Cancellation/Change of course allowed	A placement fee of R6600.00
If (1) Week of lectures has been attended	Cancellation/change of Course Allowed	Fee of 50% of Full Course Fees
If More than (1) week of lectures has been attended	Course Change / Cancellation is Prohibited	Liable for Full Course fees as per fees schedule for chosen course

It is required that all correspondence in the above regard be made by way of registered mail or by hand delivery. The correspondence is to be received and signed for by the Soma Sense Academy Principal.

I understand that including but not limited to the following:

1. Only a limited number of students can enrol per course at Soma Sense Academy per year due to the expert services being provided.

2. Due to the nature of the course, which is highly specialized, once it commences, Soma Sense Academy has a small window period to enrol further students.

3. Certain costs have already been incurred by the time the course has commenced, some of which are:

- Specialized lecturers have received employment contracts for the academic year.
- Student kits have been ordered and paid.
- Student manuals and study guides have been ordered and paid.
- Infra Structure, Equipment and resources have been pre-approved .

4. Accordingly, taking the above into account, I agree that the full contract price for the course shall not be transferable or refundable and I agree to pay the entire contract price for the course on demand.

Student Initial: _____

Parent / Guardian Initial: _____

SOMA SENSE ACADEMY (Pty) Ltd
TERMS AND CONDITIONS

1.

The Parent/s – Guardian – Person/s responsible – Learner warrant that they have read and understood the course letter and the contents thereof, as well as the terms and conditions as set out in the Memorandum of Agreement/Contract and POPI ACT Consent form . No addition or amendments to these terms and conditions shall be of any force or effect unless reduced to in writing and signed by the parties or their duly authorized agents.

2.

The terms and conditions contained in the Application for Registration Form and the Memorandum of Agreement and the Course Fee Structure [Addendum 1 / Prospectus] shall form the entire agreement between the parties for the duration of the Course enrolled for. Should a learner terminate his / her studies prior to the completion of the entire duration of the Course, no Certificate or Diploma will be issued. The parent / guardian / person responsible / learner warrant that in entering this agreement he / she have not relied on any term or representation or condition not contained herein.

3.

In the event that the learner is a minor he / she by his / her signature to the Application for Registration Form and the Memorandum of Agreement agrees to be bound by these terms and conditions. The learner hereby accepts the terms, conditions and rules of the Academy as set out in the document: "Rules and Regulations of the Academy".

4.

Fees: Tuition Fees is payable according to the fee schedule chosen for monthly payments. **A 15% Administration Fee will be charged monthly if installments are not paid on or before the 1st working day of every month.** The learner's failure to make progress in his or her studies or to successfully complete a program of study, for whatever reason shall in no way entitle him / her to a reduction in fees / refund of any fees, nor will it absolve him / her from full liability for the payment of fees and other charges. No cancellation of this Agreement shall be of force or effect without written consent thereto by an authorized officer of the Academy. It is clearly stated that the **Registration Fees** of the course are **non-refundable** and will therefore **not be reimbursed**.

4.1 Any other fees due / in arrears, e.g. additional purchases, examination fees are payable Immediately.

4.2 Training Manuals and Kit items ,Books and intellectual Property [where applicable]

The Academy reserves the right of ownership and ©Copyright on all training material as this is part of the Academy's intellectual property. Therefore, all training material, Kit items, Books, uniforms **must be returned**, immediately after termination of studies.

Student Initial: _____

Parent / Guardian Initial: _____

5.

Absenteeism and / or academic regression may lead to refusal to enter any assessment [internal and external] and / or further studies at the Academy. Progression into the next year of study will only be permitted if the learner has been found Competent and or minimum pass rate of 70 % for all relevant subjects are obtained by the learner.

5.1 I hereby acknowledge that I will not be entitled to any certification whatsoever, including International assessments until I have successfully completed all the Qualification Prerequisites as required by Soma Sense Academy .

5.2 All theoretical and practical assessments must be passed at the minimum rate of 70% for a student to be allowed into the National and International Examinations.

5.3 Successful completion of the 1st year of study is a pre-requisite for entry into the 2nd year of study for the National and International programs.

5.4 All assignments and Treatment of Evidence has to be completed and found competent (70%) before a student will be allowed to take part in National and International examinations. Should all the required hours not add up to the required criteria, the student will not be allowed the examinations.

5.6 You have to be found competent in all of the above including the following:

- Treatment of Evidence
- Formative Knowledge Questionnaire
- Formative Practical Assessment
- Summative Knowledge Questionnaire
- Summative Practical Assessment

6.

The learner understands that he / she is responsible for his / her own behavior and that ANY misbehavior and / or damage to the property of the Academy and / or another person's property on the campus will lead to immediate expulsion from the Academy.

6.1 Should a student cause damage / loss of property of another student or the Academy, Soma Sense Academy and it's subjects reserves the right to withhold all Certificates, Diplomas, Results, Report cards and Student files, **until the Academy has been fully re-imbursed for said damage or loss .**

6.2 All Academic and Legislative requirements (eg. completed portfolio of evidence, case studies, assessments, assignments, required documentation, logbooks, admin files) must be completed and submitted on or before the determined due dates, before any National or International Certificates, Diplomas, Results, Report cards and Student files will be released by the Academy.

7.

The Academy will not be held liable in any manner whatsoever for any loss sustained by injury to the learner or any damage to any property or possessions of the learner whether such injury, loss or damage is a result of the negligence or otherwise of the Academy, its agents or its employees. The parent / guardian / person responsible / learner hereby indemnify the Academy and its employees in respect of any such claim which may arise. The parent / guardian / person responsible / learner will ensure that the personal effects and possessions of the learner are properly secured and cared for whilst the learner is in or on the Academy's premises or at any other place in connection with the course undertaken.

Student Initial: _____

Parent / Guardian Initial: _____

8.

The content of the Educational material and the management of the courses are the sole discretion of the Principal, and may be adjusted from time to time. The Academy shall be entitled, at any time whether before or after enrolment of the learner and without any reason therefore to make the necessary adjustments to any course. **The Academy shall have the right at its sole discretion, to cancel any course or subject initially advertised and offered, on the basis of insufficient demand.**

9.

Tuition fees do not include membership, stationary, books , training kit, product, uniform, badges, etc. UNLESS OTHERWISE STATED. **All kit/s and / or additional items remain the property of the Academy until fully paid for.**

10.

Where and if applicable: Tuition fees DO NOT INCLUDE EXTERNAL NATIONAL AND INTERNATIONAL EXAMINATION FEES. External Examination Fees are subject to the exchange rate. Fees will become payable two months prior to the External Examination date.

11.

It is clearly stated that no learner shall be allowed any examination [National and International] before full and final settlement of all external examination fees and / or any other fees owing to the Academy.

12.

The learner will not receive Reports, Certificates, Diplomas or Examination Results unless the account is paid up in full.

13.

It is clearly stated that the learner will not be entitled to any refund whatsoever, even in the case of pregnancy before or during the course.

14.

ACKNOWLEDGEMENT OF DEBT: Monthly payments

I / We, the undersigned parent / guardian / person responsible / learner hereby acknowledge that I am indebted to the Academy and undertake to pay the said amount in equal monthly installments in full a **15% Administration Fee will be charged monthly if installments are not paid on or before the 1st working day of every month.**

And I understand that I may for no reason whatsoever suspend payment and that should I , the learner, not use the premises or facilities of the Academy, this will not exempt me from my liabilities to pay each installment promptly and that **I will not be entitled to any refund. Refer to page 10.**

15.

Installments are to be paid on or before the **1st working day of every month** . Penalties for late payment / fees are not transferable or refunded. The financial system of the Academy does not make allowance for any late / no payments, therefore, any amounts in arrears / outstanding are subject to the current interest rates.

Student Initial: _____

Parent / Guardian Initial: _____

16.

Failure to pay any installment/s will result in:

16.1 The total amount owed in terms of this agreement will become payable immediately, without further notice to the parent / guardian / person responsible / learner. ALL FEES must be paid on or before 30th November every year. [relevant to each individual year of study]

16.2 .Failure to settle all outstanding fees, Soma Sense Academy reserves the right to withhold all Certificates, Diplomas, Results, Report cards and Student files.

17.

In the event of failure to make any payment promptly on due date, the Academy shall have the right to demand the immediate payment of the total amount owing to him.

I / we further accept that in such circumstances I / we shall be liable for the payment of all legal fees on the attorney and client scale of costs, including collection commission, incurred by the Academy in demanding and enforcing compliance with my obligations in terms hereof.

18.

The parent / guardian / person responsible / learner chooses his / her physical addresses contained in the Memorandum of Agreement as their domicile for the service of all notices and court processes and hereby consent to the jurisdiction of the Magistrate's Court in respect of any legal proceedings arising out of this Agreement. I / We undertake to notify the Academy in writing of any changes in my contact details, including but not limited to: my business, postal or residential addresses, my home, work or cell phone number(s) and my e-mail address, within 7 (seven) days of such change.

I / We, the undersigned declare that the information in this Agreement is complete and correct. I / We understand that if any part of it is found to be incomplete, false or misleading, the Academy may cancel this registration.

In witness whereof the parties have hereunto signed in the presence of the undersigned witnesses.

I, the undersigned _____ do hereby agree to be jointly and severally liable for the contract price of the course and accept all the terms and conditions as stipulated herein to be binding on me.

Signed at Vanderbijlpark on the _____ day of _____ 202__

Signature of Learner	
Signature of Parent / Guardian	
Signature of Spouse	
Signature of Responsible Person	
Signature on behalf of the Academy	
Signature of Witnesses	

MEDICAL INDEMNITY

PERSONAL INFORMATION:

Full Name/s						
Surname						
ID /Passport Number						
Date of Birth						
Age						
Medical Aid						
Medical Aid Number						
Name of General Practitioner						
General Practitioner Contact Number						
Practitioner Address	Code :					
Immediate Contact Person In Case Of An Emergency						
Medical Conditions: Please Indicate And Specify Which Of The Following Medical Conditions Apply To You	Asthma		Hepatitis		Epilepsy	
	Low Blood Pressure		HIV/AIDS		Pregnancy	
	High Blood Pressure		Metal Pins & Plates		Tuberculosis	
	Claustrophobia		Osteoporosis		Thyroid Disorder	
	Depression		Type 1Diabetes		Skin Diseases / Disorders	
	Heart Condition		Type 2Diabetes			
Any Allergies						
Chronic Medication						
Specific Learning Needs / Disabilities						

Student Signature: _____

Parent / Guardian Signature: _____

Have you had any operations or medical conditions, in the last 3 months that will affect your studies?
(Theory and practical components)

INDEMNITY

I _____ hereby confirm that I am a healthy individual, who will be able to partake in physical and mental exertion for 5 days a week, 8 hours per day, during my studies and practical working hours in the industry.

“The personal information hereby provided by the contracting party will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties. The confines of the agreement will not be overstepped and the documentation collected and/or personal information given will not be used for any other purpose other than that of the performance of the agreement unless otherwise required by Law or prior authorisation is obtained.”

Our Banking Details:

Account Holder:	SOMA SENSE ACADEMY
Bank:	NEDBANK
Account Nr:	1001 700 317
Branch Code:	178-337 or 180-837
Reference:	STUDENT NAME & SURNAME

Student Signature: _____

Parent / Guardian Signature: _____

Certificate Details

Dear Student

Please complete the following details on this certificate request form on the line that is provided below.

Please write your name and surname in capital letters

NAME:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

SURNAME:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

IDENTIFICATION NUMBER:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

The above information is vitally important as it will be printed on your certificate or diploma.

After completion of your course, your name and surname will appear on your certificate or diploma.

Thank you

Soma Sense Academy Management