

## NEW STUDENT UNDERTAKING AND INDEMNITY FOR ALL PERIODS OF REGISTRATION

## **IMPORTANT NOTES TO NEW STUDENT:**

YOUR REGISTRATION WILL NOT BE COMPLETED/FINALISED UNTIL BOTH THIS FORM AND THE SEPARATE DEED OF SURETYSHIP ARE COMPLETED, SIGNED AND SUBMITTED. THE ORIGINAL FORMS MUST BE SUBMITTED TO STUDENT ADMISSIONS FOR FIRST YEAR STUDENTS AND TO THE FACULTY OFFICE FOR POSTGRADUATE/TRANSFER STUDENTS AND THE DEED OF SURETYSHIP MUST BE SUBMITTED TO THE FINANCE DEPARTMENT.

IF YOU ARE UNDER 18 YEARS OLD THEN YOUR PARENTS OR LEGAL GUARDIANS MUST COMPLETE AND SIGN THE ASSISTANCE AND UNDERTAKING SECTION AT THE END OF THIS FORM

FULL NAMES OF STUDENT:	
STUDENT NO:	I D NO:
PASSPORT NO (ONLY INTERNATIONAL STUDENTS):	

- I, the abovenamed and undersigned Student, hereby accept and agree to the following:
- I understand and agree that upon registration I will attend the Durban University of Technology (hereafter referred to as the DUT) and undertake all activities at the DUT entirely at my own risk.
- I hereby release, indemnify and absolve the DUT, its Council, its staff, its agents, representatives (and all persons for whom it is vicariously liable) from all liability in respect of any claim which I, my estate, my dependants or any other person may have, arising from loss or damage to property owned by me or in my possession or under my control or from bodily injury to me or my death regardless of the nature or cause of such loss, damage, injury or death and regardless of whether it be caused by the negligent act or omission of the DUT, its Council, its staff, its agents, representatives or other persons for whom it is vicariously liable. I understand the nature and extent of this release. However, in the event that the DUT is held to be liable to me, my estate, my dependants or any other person in respect of any claim arising as aforesaid, then I agree that such liability shall be limited to the extent to which such claim is covered and met by DUT's insurance policies
- 3. I shall at all times abide by and accept all the rules and regulations of the DUT currently in force and as amended from time to time, as published in the:
  - 3.1 "General Handbook for Students":
  - 3.2 "Fees and Finance Rules" handbook;
  - 3.3 "Department Handbook" relevant to me; and,
  - 3.4 "Student Housing Code of Conduct" handbook.
- I agree and undertake to make payment of all fees and charges by the due date for payment, and I accept and undertake to abide by the conditions relating to payment of fees and charges and deregistration. Should I fail to make timeous payment of any fee or charge due by me to the DUT, then I agree that the DUT shall be entitled to charge me interest on the amount due at the maximum rate of interest applicable to incidental credit agreements from time to time as provided for in the National Credit Act, 34 of 2005, (currently 2% per month) and published in the "Fees and Finance Rules" handbook.
- I understand and accept that if any fees or charges due by me to the DUT have not been paid in full and/or any library books and/or any other property on loan from the DUT and are not returned by due date then, notwithstanding anything to the contrary, the DUT shall be entitled to cancel my registration and / or withhold my examination results/withhold my graduation certificate until such time as I pay the outstanding fees or charges and/or return any outstanding library books or property to the DUT.
- 6. I agree to be liable for all legal costs incurred by the DUT as between attorney and own client, including collection charges, as a result of any instructions given by the DUT to it's attorneys for the recovery of any arrear fees or charges or property, irrespective of whether legal action is instituted against me.

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- 7. I understand and accept that non-attendance of the academic programme by me for any reason whatsoever does not absolve me from making full payment of the full programme fees and does not entitle me to claim any refund of or reduction in the academic programme fees which may already have been paid. I further undertake to inform the Head of Department concerned, of my withdrawal from the academic programme on the prescribed form.
- 8. As a Student of the DUT, I understand that in addition to any Departmental pre-requisites, I am required to obtain a Senior Certificate or equivalent qualification as a minimum requirement for registration. I understake to produce to the DUT my original Senior Certificate (or equivalent) Results Statement when I first register so that the DUT can make certified copies thereof. I agree to any measure taken by the Institution to check and authenticate any documentation submitted for admission.
- 9. If I have previously registered at any other tertiary institution, I undertake to inform the DUT of my previous registrations and produce to the DUT upon registration a certificate of good conduct and an academic record from that other institution. I agree to any measure taken by the Institution to check and authenticate any documentation submitted for admission.
- 10. If I am a student who requires a study visa, I undertake to produce the original of such visa to the DUT when I first register as well as a Certificate of Evaluation from SAQA (if required by the DUT), a Matriculation Board Certificate of Exemption (if required by the DUT) so that the DUT can make certified copies thereof.
- 11. I am aware that my registration may be cancelled by the DUT at any time if my registration fails to comply with any rules or regulations of the DUT in any way.
- 12. I warrant that all information and particulars furnished on this form and on my New Student Registration form are true and correct and I undertake to notify the DUT in writing immediately if any of the details or information changes. I hereby acknowledge that a breach of this warranty constitutes a material breach of the agreement which will entitle the DUT, without prejudice to any other rights or remedies which it may have, to cancel my registration at the DUT.
- 13. I understand and accept that this undertaking and indemnity will operate as a continuing undertaking and indemnity and cover all my periods of registration as a student of the DUT. I further understand and accept that I will still be required to register at the commencement of each relevant academic period.
- 14. I understand and accept that unless the offer of a place in residence has officially been made to me, and has been accepted by me, and I have been registered as a student of DUT, the DUT is not obliged to provide me with residence accommodation.
- 15. Processing your personal information during registration:
  - The DUT is required to process your personal information for several reasons during registration. The DUT needs to process your personal information to consider your application for study at DUT, to assist you with placement at a residence, to assist with bursary or loan applications, to assist the DUT with general university administration, and to provide you with support services during your term of study. The DUT also needs to process your personal information to verify your results/ qualifications/certificates of good conduct, undertake credit verification checks, supply bursars with reports, and to obtain Department of Higher Education reports.
  - 15.2 The DUT may use and transfer personal information in the following ways:
  - 15.2.1 The DUT may share details relating to your academic performance, including your admissions assessment test results with your parent/s, guardian and/or bursary sponsor only as permitted by POPIA.
  - 15.2.2 The DUT may share your personal information with third parties as permitted by POPIA (example where a law compels us to share your information, or we must perform in terms of a contract, or it is in your legitimate interest, or in DUT's legitimate interest or if it is the legitimate interest of DUT's third parties.)
  - 15.3 You must ensure that your personal information is true and correct;
  - 15.4 Your personal information may be used for research, statistical, and publication purposes, to the extent permitted by POPIA.
- 16. Any information which you provide on any of the DUT's official forms, IT databases or financial records, will be shared to the extent permitted by POPIA.

I choose the following physical address as the address	at which the DUT may serve any notices or lega	al processes on me (that is, my domicillium citandi et executandi ):
Physical Address :		
		Postal Code
SIGNATURE OF STUDENT	DATE	PLACE

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## ASSISTANCE, INDEMNITY AND UNDERTAKING BY THE PARENTS / LEGAL GUARDIANS OF STUDENT UNDER 18 YEARS OLD

Insofar as the Student referred to above is a minor, we the undersigned parents or legal guardians of the Student, sign this document together with the Student in order to assist the Student and to give him or her the necessary legal and contractual capacity to bind himself or herself to all the terms and conditions set out above.

We consent to the Student signing this document and any other necessary forms relating to the Student's registration with or residence at DUT.

By our signature hereto we irrevocably undertake that we will not, in any capacity, hold DUT liable for any damage or loss of whatsoever nature which the Student and/or we and/or any other person may suffer arising out of the Student's registration with or residence at DUT or any DUT approved out-sourced residence. We hereby release, indemnify and absolve DUT, its Council, staff, agents, representatives (and all other persons for whom it is vicariously liable) from any liability in respect of any claim which we or any other person may have arising from any loss or damage to property owned by or in the Student's possession or control or from any bodily injury to or death of the Student, regardless of the nature or cause of such loss, damage, injury or death and regardless of whether it be caused by the negligent act or omission of the DUT, its Council, its staff, its agents, representatives or other persons for whom it is vicariously liable. We understand the nature and extent of this release. However, in the event that the DUT is held to be liable in respect of any claim arising as aforesaid, then we agree that such liability shall be limited to the extent to which such claim is covered and met by DUT's insurance policies.

SIGNATURE OF MOTHER/LEG	AL GUARDIAN	DATE	PLACE
SIGNATURE OF FATHER/LEGA		DATE	PLACE
Names of Parents/Legal Guardia	ns:		
I D Numbers:			
		(Cellular)	
Physical Residential Address :			
			Postal Code

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