



The Hurst Campus Application for Admission August 2021/2022

Diploma in Professional Cook

Diploma in Patisserie, Confectionery and Bakery

Which year are you applying for?

August:

Year:

Please read the attached Terms and Conditions before completing this application form. All details must be completed.

General Information

1. Where did you hear about The Hurst Campus?

Internet

Friend

Social Media

Personal Information

Last Name | Surname

Name

Preferred Name
(For Class List)

Prefix/Title

Mr

Miss

Ms

Mrs

Other

Date of Birth

Year

Month

Day

Identity | Passport Number

Age

Nationality

Home Language

Second Language

Address



Postal Code

Contact Number (s)

Email

Academic History

If you have completed high school already, please submit a certified copy of your matric/school leaving certificate.

Name of School | College

Highest Grade | Level

Year

Learning Disabilities

Amount of days absent in the past year

Reason for Absenteeism

Medical Details

Non-disclosure on any of the following questions could result in a legal action/termination of contract

Name of Fund

Membership Number

Principle Member

Emergency
Contact Person & Number



Have you had any serious illness, operation or injury in the last five years?

YES

NO

If "yes", please specify

Please specify any current medical or physiological treatment

Please specify any physical disability

Please specify any food allergies

Are you currently taking any medication including any chronic medication?

YES

NO

If "yes", please specify

Have you ever been treated for alcohol or drug abuse?

YES

NO

If "yes", please specify

Have you ever been for psychological treatment, counselling or therapy?

YES

NO

If "yes", please specify

Correspondence Information

All details must be completed.

Direct campus correspondence person (invoices, email, etc.)

Last Name | Surname

First Name

Prefix/Title

Mr

Miss

Ms

Mrs

Other



Relationship

Identity Number | Passport Number

Email

Contact Number

Sponsor Details

All details must be completed.

Please provide us with the following details of the person responsible for paying your fees.

Last Name | Surname

First Name

Identity Number

Prefix/Title

Mr

Miss

Ms

Mrs

Other

Relationship

Contact Number (s)

Billing email address

Postal Code



Enclosures

In order for us to process your application, we require that the following documentation be included with your application form

Certified Matric /Last High School Certificate or

Most recent school report

Certified Copy of your ID | Passport

Application Fee

Signed Debit Order | Payment Option

For Office Use ONLY

This section must be completed by The Hurst Campus Admissions Officer

Date Received

Date Approved

Starting Date

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. "Applicant" is the person applying to be a student at The Hurst Campus;
- 1.2. "Application" refers to The Hurst Campus application form and supporting documentation submitted to The Hurst Campus for the Application for enrolment for the Highfields Qualification as Diploma as Professional Cook or Diploma in Patisserie, Confectionary, and Baking.
- 1.3. Application fee - the fee charged by The Hurst Campus for the consideration of an Applicant's application;
- 1.4. "CPA" refers to The Consumer Protection Act, Act 68 of 2008;
- 1.5. "Course" refers to the full period of studies for which application was made;
- 1.6. "Culinary Arts" relates to the practice of cooking or the activity of cooking or theoretical instruction;
- 1.7. "Domicile" is the residence where you have your permanent home or principle establishment and the place to, whenever you are absent, intend to return;
- 1.8. "Electronic Communication" includes communication by telephone, email, text message, and internet and any similar technology or device;
- 1.9. "Party" refers to the parties to this Agreement, the student or The Hurst Campus;
- 1.10. "Student" is a person who is accepted by The Hurst Campus to study and is enrolled for any of the Highfields Qualifications.;
- 1.11. "The Hurst Campus" refers to The Hurst Campus (Pty) Ltd (2016/182988/07);
- 1.12. "The Course" refers to the Highfields Qualification for which the student has enrolled/applied for;



2. COMMENCEMENT

- 2.1. This Agreement shall commence when the Student is accepted at The Hurst Campus and will continue indefinitely until terminated by The Hurst Campus for any reason;
- 2.2. An acceptance letter will be sent to a Student once the Student is accepted to study at The Hurst Campus.

3. BINDING NATURE OF THESE TERMS AND CONDITIONS

- 3.1. These Terms and Conditions are a legally binding Agreement between the Student and The Hurst Campus;
- 3.2. The Student is deemed to have read, understood and agreed to these terms and conditions;
- 3.3. The Student is deemed to have the required legal capacity to enter into and be bound by the terms and conditions stipulated herein, and where a Student is a minor has entered into this agreement with the consent of his or her parent or Guardian;
- 3.4. The Student guarantees and agrees to be personally liable for all obligations arising from this Agreement.

4. MINIMUM ENTRY REQUIREMENTS

- 4.1. The Hurst Campus's minimum requirement for the enrolment of a Student is a Grade 10. and a good understanding of English because all classes are conducted in the English language;
- 4.2. A Student may repeat a tuition period where he/she has not met the requirements contemplated, subject to minimum achievement requirement, class availability, payment of additional tuition fees and a successful migration application to The Hurst Campus.

5. DISCLAIMER

- 5.1. The Hurst Campus makes reasonable efforts to provide the program of study, research opportunities, facilities and other services in the way it has been described;
- 5.2. Whilst every effort has been made to ensure the information supplied is accurate, The Hurst Campus cannot be held responsible for any errors and/or omission(s);
- 5.3. The Hurst Campus accepts no responsibility for the delay where the consideration of an application is delayed either because the information furnished in the application is incorrect or because information asked for in the application form has been left out.

6. APPLICATION PROCESS

- 6.1. The date of receipt by The Hurst Campus of the completed application form from the Student will be deemed to be the effective date of the application;
- 6.2. The application cannot be accepted for consideration unless the application form has been fully completed, signed in full by the Applicant, where necessary also by the Applicant's Parent or Guardian and the Surety, and initialed by each party on the bottom right corner of each page of the application;
- 6.3. Without the appropriate supporting documents the application cannot be processed for consideration. The completed application form must enclose the following documents:
- 6.4. Certified copy of last high school transcript
- 6.5. Certified copy of Identity document / passport;
- 6.6. Completed choice of Fee Payment Plan option
- 6.7. Proof of payment of Application Fee;
- 6.8. Signed copy of The Hurst Campus application form, including the Terms and conditions by the Applicant and all other signatories; all pages to be initialed in the bottom right hand corner;
- 6.9. The non-disclosure by the Student of any important personal information during the application process will amount to a breach of the Agreement and The Hurst Campus will be entitled to terminate the Agreement in terms of clause 10 below. Personal information shall include but is not limited to the information requested in the application form and includes the full disclosure of all criminal infringements, criminal records and / or disciplinary hearings.



7. APPLICATION FEE

- 7.1. The Application Fee is a fee charged by The Hurst Campus for the consideration of the application by the Applicant to study at The Hurst Campus and does not amount to a deposit, advanced booking, reservation or order as referred to in Section 17 of the Consumer Protection Act, Act 68 of 2008;
- 7.2. The Application fee is to be paid electronically into The Hurst Campus's account using the Applicants name and surname as a reference and proof thereof must accompany the application form;
- 7.3. Payment of the Application Fee does not automatically qualify an Applicant to study;
- 7.4. In the circumstances where an application is refused by The Hurst Campus, the Applicant will be reimbursed the full application fee.

8. FEES

- 8.1. The fees, relevant levies and other costs for the Student's studies at The Hurst Campus are the Student's responsibility and should the Student fail to make payment, legal action shall be instituted against him/her. These legal fees and collection costs will be paid by the student applicant in addition to all outstanding fees;
- 8.2. On acceptance of the application the Student will become liable for the payment of the tuition fees and charges in accordance with the payment option elected in the application;
- 8.3. All outstanding fees and charges are to be paid in full prior to the Student being admitted to lectures, tests and final certification.
- 8.4. Annual course fees quoted may be subject to change without written notice.

9. TERMINATION & CANCELLATION FEES

- 9.1. Should the Student decide that he/she does not wish to complete the course, the Student may cancel the Agreement by providing written notice to The Hurst Campus:-
- 9.2. The Student will be liable to The Hurst Campus for any amounts owed to The Hurst Campus in terms of the Agreement up to the date of cancellation;
- 9.3. Should the Student cancel the Agreement as contemplated in paragraph 9.1 above, The Hurst Campus will impose a reasonable cancellation fee with respect of studies provided to the Student in contemplation of the Agreement enduring its intended term and as follows:
 - 9.3.1. Where a student provides notice of a cancellation of at least two (2) calendar months prior to the start of a course;
 - 9.3.2. Where a Student provides notice of cancellation during any term, The Hurst Campus will impose a cancellation fee equivalent to the residue of the tuition fees for course;
 - 9.3.3. The cancellation fee will become immediately payable to The Hurst Campus on receipt of the written notice from the Student.

10. BREACH

- 10.1. In the event that a Student breaches any term of this Agreement or fails to fulfil any obligation imposed upon him/her in terms of The Hurst Campus code of conduct or rules, including a failure to pay any amount owing to The Hurst Campus then, The Hurst Campus may forthwith and without notice to the Student either terminate this Agreement or call for specific performance in respect of all the Student's obligations and immediate payment of all sums of money owing by the Student;
- 10.2. The Hurst Campus shall be entitled to forthwith or without notice terminate this Agreement in the event that the Student is sequestered;
- 10.3. In the event that the Student fails to effect payment of any amount owing to The Hurst Campus on the due date, the Student shall be liable to effect payment with interest at the prevailing legal interest rate of 15.5% per annum from the due date to the date of payment;
- 10.4. In the event that the Student breaches any term of this agreement, then the Student agrees that he/she shall be liable for all legal expenses of The Hurst Campus on the scale as between attorney and client, which shall include interest, tracing fees and collection commission as the case may be;
- 10.5. In addition to the above, any Student whose Agreement is cancelled/terminated due to a breach on the Students behalf will not be permitted to complete their course and examinations. Any fees or monies due to The Hurst Campus shall become due and payable immediately upon termination.



11. APPLICABLE LAW

- 11.1. This Agreement has been concluded in the Republic of South Africa and as a result shall be governed by and construed in accordance with laws of the Republic of South Africa and the jurisdiction of the South African Courts;
- 11.2. In the event of any dispute between The Hurst Campus and the Student arising out of this Agreement, the South African law will apply and the appropriate courts of South Africa shall have jurisdiction;
- 11.3. The Student agrees that The Hurst Campus shall be entitled, but not obliged, to institute any action against the Student arising out of this Agreement in any Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court's Act No. 32 of 1944 (as amended), notwithstanding that the amount of the claim might otherwise exceed the jurisdiction of that Court.

12. ELECTRONIC COMMUNICATIONS

- 12.1. By communicating with The Hurst Campus via electronic means, the Student consents and acknowledges that all agreements, notices, disclosures or for any other communication satisfies any legal requirement, including, but not limited to the requirement that such communications should be "in writing";
- 12.2. No electronic mail shall be deemed to have reached The Hurst Campus until such time that a response has been issued from The Hurst Campus. This does not include an automated response from The Hurst Campus.

13. INDEMNIFICATION

- 13.1. The Student undertakes not to institute any claim of any nature against The Hurst Campus, their Landlord or any employee of The Hurst Campus and not to hold The Hurst Campus or any employee of The Hurst Campus responsible for any damage or loss of any nature whatsoever that the Student, personally, or any property belonging to the Student may sustain and which directly or indirectly follows from any of the following:-
- 13.2. The Student's participation in any activity of any nature whatsoever that is related to his/her studies or training, or to sport or recreation of any nature;
- 13.3. The Student's utilization of any premises, building, equipment or facility of The Hurst Campus of any nature whatsoever, or his/her residence in or visiting of The Hurst Campus's accommodation; and that such participation, utilization, residence or visiting will be undertaken by the Student at his or her own risk and the Student freely accepts the risks involved therein.

14. LIMITATION OF LIABILITY

- 14.1. The Hurst Campus makes no warranty, nor accepts any responsibility or liability of any nature whatsoever, for:-
- 14.2. Any claims, loss or damage of whatsoever nature arising out of or in connection with the supply of any services in any way related to the Agreement;
- 14.3. The termination and/or suspension of the Agreement;
- 14.4. Any information not being correct or not being available for any reason whatsoever.

15. PERSONAL DATA

- 15.1. The Hurst Campus agrees that they will collect personal data only in a fair and lawful manner and only if the Student consents to the collection and use of such data;
- 15.2. The Hurst Campus undertakes not to use or disclose in any way or permit the use or disclosure of such personal data that could be used to identify an individual Student except:-
 - 15.2.1. When The Hurst Campus is required by law to disclose such personal data;
 - 15.2.2. When the Student consents in writing to the use or disclosure of such personal data;
 - 15.2.3. When The Hurst Campus needs such personal data for the proper functioning of The Hurst Campus programs;
- 15.3. Whilst The Hurst Campus will take all reasonable steps to ensure the security and privacy of the Student's personal information, the Student acknowledges that it is not possible for The Hurst Campus to ensure complete security and privacy of all its Students' information and the Student agrees that he/she will have no claims against The Hurst Campus in the event of a failure of security or privacy.

16. STUDENT RESPONSIBILITIES

- 16.1. During orientation the students will receive and sign The Hurst Code of Conduct/Boundaries agreement which outlines all academic and non- academic policy including professional dress code when on campus;



16.2. Students are directly responsible for advising the administration department should there be any changes to the contact details or information given on the application form;

17. SEVERABILITY

17.1. If any term, condition, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, or requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions set out in this Agreement;

17.2. The terms and conditions contained herein, read together with the applicants declaration, constitute the entire Agreement between The Hurst Campus and the Student. Any failure by The Hurst Campus to exercise any right or provision contained in these terms and conditions shall not constitute a waiver of such right or provision.

18. DOMICILIUM

18.1. The Student chooses as his/her address to receive any legal documents for all purposes under this Agreement as the physical address which was supplied in the application form;

18.2. All notices delivered in terms of this Agreement must be in writing;

18.3. If any notice is delivered by hand, it will be deemed to have been delivered on the date of delivery. If any notice is transmitted by fax or e- mail, it shall be deemed to have been received on the day of transmission. If a notice is delivered by post, it shall be deemed to have been delivered on the fifth day following transmission unless such day is a Saturday, Sunday or public holiday, in which case it shall be deemed to have been received on the first business day following such date.

19. RELAXATION

19.1. No extension of time, waiver or relaxation of any of the provisions or terms of this Agreement or any document issued pursuant to or in terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement.

20. NON-VARIATION

20.1. No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or it's breach or termination shall be of any force or effect unless reduced to writing and signed by all parties or their duly authorised representatives.

DECLARATION BY APPLICANT / STUDENT

I, the undersigned,

Print Name

do hereby declare that:

1. I have acquainted myself with the contents of this application form including, *inter alia*, the terms and conditions enclosed herewith;
2. The particulars furnished by me in this application are true and correct;
3. I confirm that I do not have a criminal record or any criminal charges pending against me;
4. I fully understand that The Hurst Campus is entitled to cancel my registration immediately, should it become apparent that any of the particulars furnished by me in this application are untrue or incorrect;
5. I confirm that I have read, understood and acquainted myself with the provisions relating to the Consumer Protection Act, Act 68 of 2008. I have made the necessary enquires with The Hurst Campus to satisfy myself that the cancellation fees referred to is Paragraph 9 of The Hurst Campus' terms and conditions are fair and reasonable, and that should I at any stage cancel the Agreement I will immediately pay the cancellation fees aforementioned;

6. I understand that the application fee is not a deposit, advanced booking, reservation or order as referred to in Section 17 of the Consumer Protection Act, Act 68 of 2008, and is not refundable unless my application is unsuccessful;
7. I understand that if I am arrested for any reason while studying at The Hurst Campus, I will be immediately suspended from lecturers, pending the outcome of a hearing/court case.
8. If you are formally charged of any criminal offense while studying at The Hurst Campus, we reserve the right to terminate your contract with immediate effect;
9. I have acquainted myself with, and undertake throughout all the years for which I am registered as a Student at The Hurst Campus, to abide by and to be bound to all of the accompanying terms and conditions of The Hurst Campus, the code of conduct, the disciplinary code and The Hurst Campus' tariffs of fees outlined herein, including any amendments thereto and any substitutions thereof which I confirm that I will keep myself acquainted with;
10. I authorise The Hurst Campus, in the event of my requiring urgent medical treatment, to acquire appropriate medical assistance and that I accept responsibility for the payment of the costs thus incurred;
11. I will immediately acquire the necessary medical advice or treatment if I have reason to suspect that I have any contagious or infectious disease capable of creating a risk to other persons through my participation in any aspect of The Hurst Campus activities, including, without restriction, residence in The Hurst Campus' accommodation, attendance of any instructional occasion, taking of examinations or tests or participation in The Hurst Campus related projects, sport or recreation; and If in terms of such medical advice, it is desirable, I will withdraw from any The Hurst Campus activity;
12. I indemnify The Hurst Campus against any liability of whatsoever nature that may directly or indirectly rise for The Hurst Campus in consequence of my failure to comply with this undertaking;
13. I undertake to pay punctually all application, registration, tuition, class, residence and other fees as The Hurst Campus may from time to time charge during the year for which I am registered as a Student at The Hurst Campus.

APPLICANT / STUDENT'S SIGNATURE

PLACE OF SIGNATURE

DATE

DECLARATION BY PARENT OR GUARDIAN

(In the circumstances where the Applicant / Student is a minor, (i.e. below the age of eighteen years), this portion of the application form must be completed by his / her parent or guardian.)

I, the undersigned

Print Name

Hereby declare that:

1. I have acquainted myself with the contents of, and consent to, the declaration by my minor child or ward in the declaration by the Applicant above and that the particulars furnished by him / her in the application form are true and correct;
2. I consent in particular to my minor child's or ward's undertaking throughout all his / her years of study to abide by The Hurst Campus', terms and conditions, code of conduct, disciplinary code and The Hurst Campus' tariffs of fees outlined herein;

3. I accept joint and several responsibility with my minor child or ward for the due payment of all fees which may become due and payable to The Hurst Campus during all the years for which he / she registers as a student of The Hurst Campus including studies subsequent to his / her attainment of majority and I undertake to pay the said fees when due and payable;
4. I have read, understood and acquainted myself with the provisions relating to The Consumer Protection Act, Act 68 of 2008. I have made the necessary enquiries with The Hurst Campus to satisfy myself that the cancellation fees referred to in Paragraph 9 of The Hurst Campus' terms and conditions are fair and reasonable, and that should I or my minor child's or ward at any stage cancel the Agreement I will immediately pay the cancellation fees mentioned;
5. I have acquainted myself with and undertake throughout all the years for which my minor child or ward is a student at The Hurst Campus, to abide by and to be bound to all of the accompanying terms and conditions of The Hurst Campus, The Hurst Campus' tariffs of fees outlined herein, including any amendments thereto and any substitutions thereof which I confirm that I will keep myself acquainted with.

**FATHER, MOTHER OR
GUARDIAN SIGNATURE**

CAPACITY

PLACE OF SIGNATURE

DATE

SURETYSHIP / SPONSOR

I, the undersigned

Print Name

1. do hereby bind myself as surety and co-principal debtor jointly and severally with the above Applicant / Student, hereinafter referred to as the student, for the due payment by the Student of all and any monies which the Student may now or from time to time hereafter owe to The Hurst Campus (Pty) Ltd (2016/182988/07), from whatsoever cause and howsoever arising, including but not limited to any amounts owing to The Hurst Campus in respect of all tuition fees or any other fee or expense in terms of the agreement between The Hurst Campus and the Student which shall become due and payable by the Student prior to or at any time after signature hereof;
2. I consent to the jurisdiction of the Magistrate's Court having jurisdiction of me, in terms of 28 of the Magistrates Court Act, Act 32 of 1944 (as amended) notwithstanding that the amount of the claim might otherwise exceed the Jurisdiction of the Court;
3. I undertake to immediately pay upon demand all amounts due and payable by the debtor and accept all liability for all tracing charges, stamp duty, legal costs on an attorney-and-own-client scale and collection commission, that may be incurred by The Hurst Campus in recovering all or endeavouring to recover from the debtor or myself the whole or any portion of the debtor's indebtedness to The Hurst Campus;
4. I confirm that no indulgence, latitude or extension of time which may be allowed by The Hurst Campus to me or the Student, shall be regarded as a waiver by The Hurst Campus or as a novation of my liabilities;
5. I hereby renounce the following benefits, the respective meanings and consequences of which are set out hereunder and the effect of which I acknowledge to be acquainted with and to understand:-
 - 5.1 **Cession of accounts:** I am not entitled to demand cession of The Hurst Campus's rights against the Student or any co-surety, should the same exist, before payment by me of the full debt owing by the Student to The Hurst Campus;
 - 5.2 **Cause of debt:** If, in any legal proceedings which are instituted by The Hurst Campus in terms of this suretyship against me, should I dispute the existence of the amount owing by the Student, the onus of proving this shall rest on me;
 - 5.3 **Excussion:** I waive the right to insist on the excussion of the Student;
 - 5.4 **Division:** In the event of there being more than one surety, I accept liability for the full amount of the Student's indebtedness to The Hurst Campus;



6. I acknowledge that the surety shall be binding upon my estate and shall not be capable of being amended, varied or cancelled consensually save unless same has been reduced to writing and signed by me and a duly authorised representative of The Hurst Campus;
7. I hereby choose my *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communication of whatsoever nature the address provided by me in paragraph _____ above;
8. I acknowledge having read the application and these undertakings in it's entirety and have understood the contents thereof.

SURETY AND SPONSOR

**PLACE OF SIGNATURE
SIGNATURE**

DATE

SIGNATURE OF SPOUSE:

PRINT NAME

**IN THE EVENT OF THE SURETY BEING MARRIED
IN COMMUNITY OF PROPERTY**

Submit Completed Application to info@thehurstcampus.co.za