

University number:

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J. UNDERTAKING BY THE STUDENT (IF STUDENT IS UNDER AGE WE ALSO REQUIRE THE SIGNATURE OF PARENT OR GUARDIAN.)

1. I declare that I/my son/daughter (hereinafter referred to as the student) have/has completed the form in full and that the details are true and correct.
2. I would like the student to be placed in one of the University's residences as a resident student. If I/the student should require urgent medical attention during my/the student's stay in the residence, I authorise the housemaster or his delegate to call in a practising physician or medical specialist. Should an emergency operation or other treatment be required, I authorise the housemaster or his delegate to give the required written consent thereto on my/the student's behalf. (Not applicable to distance education students.)
3. I/we, the undersigned, will be responsible for the prompt payment of all and any money payable to the NWU in terms of my/ the student's enrolment and/or association with the NWU, now and in future, as set out in more detail in the official University brochures as determined and amended by the University Council from time to time. The contents of these brochures form the basis of the financial agreement between the University and myself/us and are regarded to be incorporated in their entirety into this agreement. I shall forthwith fax proof of every deposit/payment made by or on behalf of the student with regard to monies paid into the University's bank account to enable the University to credit the student's personal study account with the University.
4. I give permission that a student identity card may be issued to me/the student and I assume responsibility for all financial and other transactions negotiated and entered into by means of such card. I also bind myself/the student to the prescribed rules with regard to lost cards (the rules in question are provided when the card is issued and are available for purposes of information at the office of the Dean of Students, together with the relevant brochure). University cards are issued to all students and are required among others, for the use of sport and library facilities, dining halls, restaurants and for personal identification in some classes, at examination venues and on the computer network. This card is issued on the basis of the details supplied by or on behalf of the student so that the card can be issued to the student after registration. Among others, It is expected of the student to wear the card visibly on his/her person and to treat it as a debit card. The card remains the property of the University and must be returned when the student terminates his/her studies. Lost cards must be cancelled immediately at the Department of Protection Services of the University.
5. I consent to the issuing of a computer user name to me/the student. I realise that the security of the password is the personal responsibility of the student. I/the student bind myself to the rules for the use of the University's computer facilities as contained in the relevant policy documents and brochures and I/the student accept(s) responsibility for all transactions done in the student's user name, including electronic mail and Internet access.
6. I understand that the University will at all times be entitled to summarily cancel my/the student's registration should it become apparent that the information supplied on this form is false or incorrect. I further understand that the University reserves the right to cancel my/the student's admission/registration in the event that I/the student was for any reason erroneously admitted to a qualification.
7. If I/the student fail/fails to make payments on pre-determined due dates, and if the University, at the University's sole discretion should hand over to attorneys any amount of monies for collection, I undertake to pay all costs whatsoever which may be due and payable, including tracing fees, collection charges, advocate's fees, and any expenses of whatever nature on an attorney-and-own-client scale. Any fees payable by me/ the student will firstly be allocated to the aforementioned costs, thereafter to interest and only then to the capital amount. A wage attachment order(s) may also immediately be issued against my/our employer(s) in order to attach my/our salary/salaries or wage(s) in order to collect the outstanding amount as a whole or in instalments.
8. Any amount owing and payable to the University in terms of the University's financial rules as published in the brochure entitled "Fees Payable and Financial Rules", may be fixed and proven by means of a certificate issued and signed by an authorised official of the University. Such a certificate shall be binding and will serve as prima facie proof of the extent and existence of such amount, unless and until the contrary is proved.
9. I understand that this undertaking signed by me specifically refers to my/the student's application for admission to the University and/or application for continuation of studies at the University.
10. I hereby bind myself jointly and severally and in solidum together with the student to properly meet all conditions contained herein.
11. These conditions will remain valid and in force for the full duration of my/the student's enrolment as a student at the University and thereafter until all commitments in terms hereof have been met.
12. I have satisfied myself as to and subject myself to all the rules and regulations contained in the brochures and in the Institutional Statute of the University which form part of this agreement and/or as it may be amended from time to time.
13. Potchefstroom shall be regarded as the place where this agreement has come into existence, regardless of where it may have been signed.
14. I hereby undertake to transfer to the University any intellectual property rights that may arise in the course and scope of the studies and research of the student at the University. by signing the necessary documents. I understand that, in the case of any commercial exploitation thereof, the University will remunerate me/the student in terms of the same policy that applies to staff of the University.
15. I understand that the University will take all reasonable steps to prevent me/the student from being injured or prejudiced for any injury or damage, whether or not it is caused by the negligence of the University or any of its employees, or a fellow-student,

and I undertake not to institute any claims against the University in respect of such an injury or damage. I further undertake to indemnify the University should the University incur any liability whatsoever pursuant to any negligent or other act or omission by me/the student.

16. I /the student, my/his/her dependants, executors, administrators, and/or transferees hereby relinquish and indemnify the University against any claim or damage of whatsoever nature which may arise on or outside the campuses of the University during my/the student's period of study at the University.

17. Do you currently own any amount of money to any tertiary institution in South Africa? Yes No

18. If the answer in above is YES, please indicate the name of the institution and the amount that is owed and attach all relevant details.

Name of Institution: Amount owed:

Signed on this day of

SIGNATURE OF PARENT/GUARDIAN/SURETY/
PERSON LIABLE FOR PAYMENT

SIGNATURE OF STUDENT

NAME AND SURNAME (please print)

NAME AND SURNAME (please print)

ID number

ID number

ID number

ID number

K. SURETYSHIP (IF APPLICABLE)

1. I, the undersigned,

Full names and surname

Identity number

hereby **bind myself** as surety and co-principal debtor *in solidum* (i.e., for the full amount) for the due performance by the student of all his/her financial obligations towards the University as set out in paragraph 3 of section J above.

I confirm that I understand the meaning of the term *in solidum* as explained in the paragraph above

2. I hereby **renounce** the benefits arising from the legal exceptions *de duobus vel pluribus res debendi and ordinis seu excussionis*, and I confirm that I am aware of the legal effect of the above-mentioned renunciation, namely that it entails the following:

2.1 *duobus vel pluribus res debendi* (the principle that a debtor is only liable for a portion of the amount payable): The University can, in its discretion, claim full payment of all outstanding moneys owing to it from either the student or from myself as surety or jointly from both of us.

2.2 *ordinis seu excussionis* (the principle that a debtor is regarded as secondary and becomes liable only after the portion owed by the main debtor had been collected): I shall not be entitled to force the University to proceed against the student as principal debtor and to excuss him/her first before claiming performance from me as surety.

Signature

Signature

Date

Date