



Parent or Legal Guardian Consent Form

Student Device Initiative

If the Purchaser is a person under 18 years of age, the following must be signed by a parent or legal guardian.

Purchaser Name

I am the father, mother or duly appointed guardian of the above-named Purchaser with full parental rights and authority, and I have read and understood the terms and conditions of the Student Device Initiative, as per Addendum A, to which my child has agreed. I ratify and approve the agreement and will ensure that all obligations in terms of the agreement are adhered to.

Parent or Legal Guardian Name

Signature

Parent or Legal Guardian Information

Phone: _____

Email: _____

Address: _____

ADDENDUM A

The Purchaser accepts the following Terms and Conditions applicable to the purchase of a laptop in terms of this Agreement:

1. To the extent that the Purchaser is a consumer for the purposes of the Consumer Protection Act, 2008 ("CPA"), the Purchaser's attention is drawn to these Terms and Conditions because they are important and should be carefully noted.
2. The Purchaser must be a recipient of NSFAS funding for the year 2020 and as a result is entitled to a book allowance covering learning materials including technology;
3. The purchaser is a first-year student;
4. The Agreement is valid for two years;
5. The device purchase price is R5000.00 (including VAT);
6. The purchase price includes the following:
 - a. A laptop bag;
 - b. Dell Inspiron 15 3000-3573/3582 Celeron laptop, with 4Gb memory and 500Gb hard drive ("the device");
 - c. 3 year on-site support (please refer to [Basic Hardware Service Agreement](#));
 - d. 1 year collect and return (please refer to [Basic Hardware Service Agreement](#)); and
 - e. 1 year accidental damage protection (please refer to [Dell Accidental Damage Protection – South Africa](#)).
7. The Purchaser agrees that the purchase price of the device (total of R5000) would be covered in two equal payments of 50% of the purchase price of the laptop, of which the first payment (R2500) will be deducted by the University from the purchaser's book allocation 2020 and the second payment (R2500) from the book allocation 2021;
8. The purchaser hereby consents to the University debiting the payments from the abovementioned book allocation;
9. The above clause 7 does not preclude a purchaser, who so desires, from settling the purchase price during the first year;
10. Should a purchaser terminate his studies with the University for any reason whatsoever, not be eligible for, or not receive NSFAS funding for the second year of the Agreement, the purchaser would still be liable to the University for the payment of the 50% outstanding balance;
11. There are no administration fees included in the transaction and no interest will be levied on the outstanding 50 % payment to be made in year two;
12. In terms of Section 44 of the Electronic Communications and Transactions Act, 25 of 2002 ("ECT Act"), the Purchaser is afforded a 7-day cooling off period:
 - a. Purchaser is entitled to cancel, without reason and without penalty, any transaction and any related credit agreement for the supply of goods within 7 (seven) days of receipt of the goods; and
 - b. If payment of the goods has been effected prior to the right being exercised, the purchaser is entitled to a full refund of such payment within 30 (thirty) days from the date of cancellation.
13. The Purchaser accepts the device with no warranties whatsoever from the University;
14. The Purchaser is responsible for the device and will not attempt to transfer (or delegate) this agreement to a third party;
15. The University ICT services may advise on software packages that are available;

16. The University will not be responsible for any hardware or software support of the device as the warranty is held with Dell South Africa;
17. The device is to be insured against loss or damage by the Purchaser;
18. Notwithstanding the provisions of clause 17 above, risk in the device shall pass to the Purchaser on the date of delivery, including the risk of loss, theft, destruction or damage.
19. The University shall deliver the device to the Purchaser at the place and date stipulated on the [website](#) and the Purchaser shall be obliged to take delivery of the Products when tendered.
20. The returns policy: In the event that the Purchaser wishes to return the device, it may be returned within 7 (seven) days in its original condition and with the original packaging, for a full refund.

21. Limitation of liability:

- a. In addition to any other specific exclusions of liability contained herein and unless otherwise expressly stated, the Parties agree that the Purchaser shall have no claim against the University for any loss or damage, of any nature, occasioned by any defect in any device supplied, or any failure to provide adequate instructions in respect of any hazards that might arise from the use or incorrect use of the device save to the extent that such loss or damage is contemplated in section 61 of the CPA, and provided that nothing in these Terms and Conditions must be construed as in any way limiting the rights of the Purchaser to raise such defenses as may be available to it at common law or in terms of any statute.
- b. Notwithstanding the provisions set out in clause 21 a. above, in the event that the University provides advice regarding software packages, the liability of the University in respect of the non-suitability of the products for the purpose for which they are used will be limited to the selling price of those products.
- c. The University accepts no liability for damage to a device caused by inadequate storage, tampering by parties not authorised by the University, negligence of the Purchaser or End-User, or use of the device by the Purchaser in applications for which it is not recommended.
- d. Subject to chapter 7 of the ECT Act, the University, its officers, employees, suppliers, internet service providers, partners, affiliates and agents, shall not be liable for any direct damage, loss or liability, howsoever arising, incurred by the Purchaser or any other persons and resulting from the use or inability to use the device, unless such damage was caused by the gross negligence of the University or any of a combination of the foregoing persons.

22. Breach:

22.1 The Purchaser shall be in breach of his/her obligations in terms of the Agreement if -

- a. The purchaser fails to pay punctually any amount due and payable to the University and fails to remedy the non-payment within a period of 10 (ten) business days from the date of written notification to that effect from the University; or
- b. commits any other breach of any of the terms of the Agreement and fails to remedy same within a period of 10 (ten) business days from the date of written notification to that effect from the University.

22.2 Upon the Purchaser being in default, or should the University be otherwise entitled in law, the University shall, without prejudice to any other rights that it may have at law or in terms of the Agreement be entitled to –

- a. cancel this Agreement on written notice to the Purchaser or to claim specific performance in terms of this Agreement for any obligation owed by the Purchaser to the University; and
 - b. claim damages from the Purchaser.
 - c. Without derogating from the above provisions, if the Purchaser cancels or purports to cancel this Agreement then, notwithstanding anything to the contrary herein, the outstanding amount shall immediately be due and payable by the Purchaser to the University.
23. The Agreement is in all respects governed by and construed under the laws of the republic of South Africa.
24. The Parties agree to and consent to the jurisdiction of the Magistrate's court in respect of any dispute arising from or in relation to the Agreement
25. If any provisions of the Agreement are found to be unlawful, unenforceable or invalid, it shall be deemed to be separate and severable from the remaining provisions of the Agreement and to the extent that same is unlawful, unenforceable or invalid, be deemed to be *pro non scripto*.
26. The University reserves the right to amend these terms and conditions without notification to third parties.
27. The Agreement together with these terms and conditions constitutes the whole agreement between the Parties and no Party shall be bound by any undertakings, representations, warranties and promises or the like not recorded therein.
28. The Purchaser hereby chooses as its *domicilium citandi et executandi* for all purposes under or arising from the Agreement its street address provided to the University during the application and registration as a student.