

BURSARY AGREEMENT TERMS AND CONDITIONS

1. T'S & C'S INTRODUCTION

- 1.1 Welcome to NSFAS. We are excited that we have the opportunity to support you in your effort to successfully accomplish your academic goals.
- 1.2 The NSFAS Bursary Agreement Terms and Conditions is an annexure to the NSFAS Bursary Agreement and forms part of the NSFAS Bursary Agreement.
- 1.3 Please ensure that you are familiar with, and fully understand, the NSFAS Bursary Agreement, including the Terms and Conditions.
- 1.4 Please remember that NSFAS has a team of friendly and knowledgeable consultants who are available to discuss any aspect of the NSFAS administered DHET Bursary Scheme. Kindly contact the NSFAS Contact Centre on 08000 67327 or email info@nsfas.org.za.

2. WHO IS ELIGIBLE?

- 2.1 The DHET Bursary Scheme is available to South African citizens who meet prescribed eligibility criteria.
- 2.2 The various eligibility criteria are set out below.
- 2.3 **Academic Eligibility**
 - 2.3.1 Students who have received confirmation of admission into a public higher education institution for an approved funded qualification and who meet the NSFAS criteria for financial assistance shall be eligible for NSFAS administered funding.
 - 2.3.2 Continuing students must be registered for the relevant academic year and must satisfy the minimum progression requirements of the higher education institution and progression rules in terms of the DHET National Rules and Guidelines.
- 2.4 **Financial Eligibility**
 - 2.4.1 The DHET Bursary Scheme will be available to:
 - 2.4.1.1 students who registered at the higher education institution for the first time in 2018 or thereafter and who are from families with a combined annual household income of up to R350 000 (three hundred and fifty thousand Rand);
 - 2.4.1.2 students with disabilities who registered at a higher education institution for the first time in 2018 or thereafter and who are from families with a combined annual household income of up to R600 000 (Six Hundred Thousand Rand)
 - 2.4.1.3 students with disabilities who registered at the higher education institution for the first time prior to 2018 and who are from families with a combined annual household income of up to R400 000 (Four Hundred Thousand Rand)
 - 2.4.1.4 students who registered at the higher education institution for the first time prior to 2018 and who are from families with a combined annual household income of up to R122 000 (one hundred and twenty-two thousand Rand); and
 - 2.4.1.5 students who are recipients of grants administered through the South African Social Security Agency ("SASSA") will automatically qualify for NSFAS funding.
 - 2.4.2 NSFAS has verified the household income declared by the student and assessed that the financial eligibility of the student's household income is within the parameters set out in 2.4.1 above.

3. BURSARY AMOUNT

- 3.1 Successful NSFAS applicants shall be eligible for NSFAS student financial aid in the form of a bursary.

- 3.2 The Bursary Amount per annum will be an amount equal to the actual cost of tuition for the qualification, and other related costs as prescribed in the DHET National Bursary Rules and Guidelines less any other bursaries or funding support received from other funders.
- 3.3 The study costs charged by the higher education institution shall be paid as a credit to the student's account at the higher education institution.
- 3.4 All payments to the higher education institution shall be made in accordance with the intervals agreed between NSFAS and the higher education institution.
- 3.5 Any part of the Bursary Amount which has not been utilized by the higher education institution to defray the costs of tuition and related costs (as prescribed by the DHET National Rules and Guidelines) shall be returned by the higher education institution to NSFAS, and the Bursary Amount will be reduced accordingly.
- 3.6 NSFAS will be entitled, if it so chooses, after this Agreement has been signed but before any part of the Bursary Amount has been paid to the higher education institution, to amend the Bursary Amount.
- 3.7 NSFAS will not be obliged to notify the student of any amendments made in terms of clause 3.6 above, other than by recording the outstanding balance of the bursary amount. That amended amount will constitute the Bursary Amount for the purposes of this Agreement.

4. ALLOWANCES

- 4.1 The allocation of allowances shall be determined in accordance with the prevailing DHET National Rules and Guidelines as published from time to time.
- 4.2 The student shall only receive those allowances which have been allocated to him/ her in accordance with clauses 4.1.
- 4.3 The student can access allowances in one of two ways:
 - 4.3.1 as a direct deposit paid by NSFAS, or its duly appointed agent, directly into the student's bank account; or
 - 4.3.2 in the form of a NSFAS Wallet voucher which is redeemable at participating NSFAS-Wallet vendors.
- 4.4 The following clauses relate to the allowances deposited directly into the student's bank account:
 - 4.4.1 the student shall be responsible for providing the correct banking details to NSFAS during the application process;
 - 4.4.2 the student shall be responsible for protecting his/her bank account details, including the bank account PIN and shall not share his/her bank account details with any person; and
 - 4.4.3 the student shall immediately notify the their bank of any breach of banking details.
- 4.5 The following clauses relate to allowances accessed by way of the NSFAS-Wallet platform:
 - 4.5.1 the student shall be responsible for providing the correct mobile number details to NSFAS during the application process;
 - 4.5.2 the student shall be responsible for protecting his/her NSFAS Wallet account details, including the account/ voucher PIN and shall not share his/her account details with any person;
 - 4.5.3 the student shall immediately notify the NSFAS of any breach of NSFAS Wallet details;
 - 4.5.4 by signing the Bursary Agreement, the student shall be deemed to have agreed to the NSFAS-Wallet Terms and Conditions which NSFAS may amend from time to time;
 - 4.5.5 subject to such terms and conditions as NSFAS deems appropriate, the student's NSFAS-Wallet account will be credited with an amount equal to the allowance allocation provided for in clause 4.2 above;
 - 4.5.6 any part of any allowance redeemed by the student at a NSFAS-Wallet vendor will reduce the amount of that allowance by the amount so redeemed;

- 4.5.7 the amount reflected on the student's NSFAS-Wallet account will fluctuate depending on the value of NSFAS-Wallet allowances issued and used from time to time;
 - 4.5.8 all charges related to purchases by the student shall be for the student's account; and
 - 4.5.9 this Agreement and the student's usage of the NSFAS-Wallet payment platform does not modify or replace the terms and conditions of any agreement concluded between the student and any other person or entity, e.g. network carriers and banks.
- 4.6 NSFAS shall not be held liable for any loss incurred by the student for any reason whatsoever, including but not limited to, misuse of passwords or pin codes, or the use of the student's password or pin code by a third party.

5. STUDENT OBLIGATIONS

The student shall satisfy all the obligations described below in order to remain eligible for NSFAS Funding:

5.1 First Year of Study

The NSFAS Funded student shall, in the first year of study and every year thereafter, comply with the following academic requirements:

- 5.1.1 attend and participate in lectures, tutorials and academic support programmes as required by the higher education institution;
- 5.1.2 complete assignments and/or tasks as required in terms of the due performance requirements of the higher education institution;
- 5.1.3 undergo tests and examinations (written and oral) as required in terms of the due performance requirements of the higher education institution;
- 5.1.4 must satisfy the minimum progression requirements of the higher education institution and progression rules in terms of the DHET National Rules and Guidelines;
- 5.1.5 the student shall only be permitted to amend his or her qualification at the end of the first year of study; and
- 5.1.6 the student shall be required to complete the qualification within the period as prescribed by the DHET National Rules and Guidelines.

5.2 Second and Subsequent Academic Years

The NSFAS Funded student shall, in the second year of study and every year thereafter, for the duration of the qualification participate in community service or special project work as prescribed by the DHET University National Rules and Guidelines.

5.3 Service Commitment

- 5.3.1 The student hereby undertakes that he or she will remain in the country and participate in the economy in whichever way is most opportune for them, for at least the number of years they have benefitted from NSFAS funding.
- 5.3.2 Students who wish to undertake further studies in another country may be permitted to do so, provided that they undertake to return to the Republic of South Africa to participate in the economy for at least the number of years they have benefitted from NSFAS funding.
- 5.3.3 NSFAS Funded Students who wish to emigrate before the expiry of the service commitment period shall be required to pay back the funds before they leave the country.
- 5.3.4 This amount shall be payable in one lump-sum payment or in such other manner as NSFAS has approved.

6. STUDENT WARRANTIES

- 6.1 The student warrants (i.e. guarantees) that the following facts are true and complete in every aspect:

- 6.1.1 the particulars of the student and the information recorded by the student in the accompanying Bursary Agreement;
 - 6.1.2 the facts stated by the student in relation to the student's application for a bursary from NSFAS;
 - 6.1.3 the student shall comply with the terms and conditions of this Agreement; and
 - 6.1.4 the student will at all times obey all the rules and codes of conduct of the higher education institution and shall pursue the qualification with commitment and dedication.
- 6.2 The student will inform NSFAS immediately:
- 6.2.1 if the higher education institution refuses to register or admit the student, or expels or suspends the student;
 - 6.2.2 if the student receives any other financial assistance in connection with the qualification;
 - 6.2.3 If the student changes course of study during the funding period;
 - 6.2.4 the name, physical and postal addresses, telephone and fax numbers and e-mail address of the student's employer, both during course of study and after completion of the course of study; and
 - 6.2.5 any change in the information recorded by the student in the accompanying Bursary Agreement.
- 6.3 The student will, whenever requested by NSFAS, send the following information to NSFAS in writing:
- 6.3.1 the student's physical residential address;
 - 6.3.2 the student's current telephone number and e-mail address, if applicable;
 - 6.3.3 whether the student is still studying and, if so, what higher education institution the student is attending, and what qualification he or she is pursuing;
 - 6.3.4 whether the student is employed or unemployed;
 - 6.3.5 if the student is employed, the name, address and telephone number of the employer, and the total gross monthly remuneration which the student receives from that employer; and
 - 6.3.6 whether the student has ever been sequestrated and, if so, the details thereof.

7. CONSENTS

- 7.1 The student and his or her legal guardian or spouse, as the case may be, hereby consents and authorises NSFAS at any time, and from time to time, without the further prior consent of the student:
- 7.1.1 to request and obtain any academic or financial information about the student which NSFAS may require from the higher education institution or from any employer, bank or other financial institution, or from any person;
 - 7.1.2 to obtain consumer credit information (as defined in section 70(1) of the National Credit Act) relating to the student and/or his/her parents, guardian or spouse from any credit bureau for any purpose contemplated in section 70(2)(g) of that National Credit Act;
 - 7.1.3 insofar as NSFAS may by law be required to obtain the consent or authorisation of the student and his or her parent/s or legal guardian/s or spouse, as the case may be, to the processing of personal information, the student and his or her legal guardian or spouse, as the case may be, hereby agrees and consents to:
 - 7.1.3.1 the processing of the student's personal information as may be required to enforce or otherwise give effect to the Bursary Agreement and any other agreement or arrangement concluded between the student, NSFAS or any other third party contemplated herein or required to give effect to the matters contemplated in the Bursary Agreement, including but not limited to the processing of personal information by NSFAS and by a third party NSFAS-Wallet vendor and other participants under NSFAS-Wallet payment platform, where applicable;
 - 7.1.3.2 the disclosure (or sharing) of personal information of the student, the student's parent/s or guardian/s and where applicable the student's spouse, to (or with) government departments or

government agencies for research, statistical purposes and in order to verify information provided by the student in the Application Form;

7.1.3.3 the disclosure of personal information to, and obtaining personal information from, financial institutions in order to verify personal information of the student, the student's parent/s or guardian/s and where applicable the student's spouse;

7.1.3.4 the disclosure, to/ by the South African Revenue Services, of personal information of the student, the student's parent/s or legal guardian/s, any employer of the student and/or any employer of the student's parent/s or legal guardian/s for the purposes of:

7.1.3.4.1 confirming and verifying the identity of the student and the student's parent/s or legal guardian/s;

7.1.3.4.2 confirming and verifying the identity and address of the employer of the student and the student's parent/s or legal guardian/s;

7.1.3.4.3 confirming and verifying the employment status and amount of income of the student and the student's parent/s or legal guardian/s;

7.1.3.4.4 obtaining information to assist NSFAS with the assessment of the Application Form to determine Financial Eligibility;

7.1.3.4.5 tracing the student and procuring the collection or recovery of amounts owed to NSFAS in terms of loan agreements concluded between NSFAS and Continuing Students in 2017 or earlier; and

7.1.3.4.6 sharing or obtaining information in connection with any legal proceedings; and

7.1.3.4.7 audit and record keeping purposes.

7.1.3.5 NSFAS shall process the personal information of the student, the student's parent/s or legal guardian/s. Processing shall include using, storing and transferring of personal information, including the student's name and contact details, for purposes of giving effect to and implementing this Agreement and facilitating the student's access to NSFAS administered student financial aid. The information shall be used for all NSFAS internal processes related to the administration of the NSFAS administered student financial aid, research, exchange of data with other institutions including public universities and TVET colleges, Government Departments, SARS, Banks, Credit Bureaus, Attorneys, tracing agents and NSFAS service providers who assist NSFAS in the administration of the DHET Bursaries.

7.2 In the event that the student becomes obliged to repay any amount due to NSFAS in terms of this Bursary Agreement as provided for in clauses 5.3 and/ or 8.3, the student hereby consents to and agrees to any deduction, payment or transfer from his/her bank account or salary, payable by any employer, of the amounts that may be due by the student to NSFAS under this Bursary Agreement and NSFAS is hereby authorised and empowered to do all things and make any necessary disclosures in order to give effect hereto. In particular, the student undertakes to confirm to any employer that he or she has consented to the deduction from the student's salary of the requisite amount which the student is obliged to pay to NSFAS pursuant to the repayment of the Bursary Amount in accordance with clauses 5.3 and/ or 8.3.

8. PROVISION OF INFORMATION

8.1 The student agrees to provide NSFAS with true, accurate and complete information and documentation required for the assessment of the Application Form and for any other purpose of Agreement.

8.2 Without prejudice to any remedy which NSFAS may have in terms of this Agreement or in Law, where the information provided by the student is untrue and or inaccurate, NSFAS may elect to terminate this Agreement and withdraw the student's access to funding.

8.3 Where it can be proved that the student has intentionally submitted untrue or incorrect information to NSFAS, NSFAS may institute criminal and/or civil proceedings against the student and/or the student's parent/s or legal guardian/s.

9. DATA PROTECTION

- 9.1 NSFAS undertakes to ensure that it respects and maintains the privacy and confidentiality of any personal information and data that it may obtain or gain access to and in particular undertakes that it will not process any of the student's personal information without his/her prior written consent.

10. FORMALITIES

- 10.1 The Bursary Agreement between the student and NSFAS shall become effective ("Effective Date"). only when the following conditions are met:
- 10.1.1 The student meets the eligibility criteria as defined in clause 2.4; and
 - 10.1.2 NSFAS receives valid registration data from a public higher education institution for an approved funded qualification for the student.
- 10.2 The obligations of the Parties to perform in accordance with the Bursary Agreement and Terms and Conditions shall be suspended until the Effective Date.
- 10.3 It is however recorded that the failure by NSFAS to sign or otherwise formally indicate its acceptance of the terms of the Bursary Agreement, will not invalidate or otherwise affect the validity of this Bursary Agreement. It is understood that the submission of the Application for funding by the student and/ or any Bursary Amount advanced by NSFAS after the student's Application submission, will constitute the acceptance of the terms of this Bursary Agreement and Terms and Conditions by both Parties respectively.

11. INDEMNITY AND LIMITATION OF LIABILITY

- 11.1 The student and the student's parent/s or guardian/s agree/s to indemnify and hold NSFAS, its affiliates, board members and employees harmless in relation to any claim arising from:
- 11.1.1 any NSFAS Wallet transaction concluded by the student in respect of the purchase of goods and/ or services relating to the legality, quality, completeness, suitability or fitness for purpose of such goods and/or services;
 - 11.1.2 payments made to unintended beneficiaries;
 - 11.1.3 the use of the student's pins or password by any third parties howsoever such parties obtained the student's pin or password; and
 - 11.1.4 any breach of or non-compliance by the student of any of the student obligations contained in this Agreement or the rules of the higher education institution.
- 11.2 NSFAS shall not be liable for any damages (whether direct, indirect, consequential, special or otherwise) arising from this Agreement or the use of the NSFAS-Wallet platform by the student and/or claims arising in connection with any act or omission of NSFAS, unless such act or omission is grossly negligent or intentionally contravenes the provisions of this Agreement.
- 11.3 NSFAS shall not be liable in respect of any loss and/or damages incurred by the student in respect of any transfer or redemption of allowances made in error for any reason whatsoever.
- 11.4 The student indemnifies NSFAS, its employees and agents from any liability related to any loss suffered by the student. Accordingly, NSFAS shall not be responsible for any amount withdrawn from the student's bank account, whether withdrawn by the student or any other person for any reason whatsoever.

12. LEGAL PROCEEDINGS

- 12.1 NSFAS may recover the Bursary Amount from the student in accordance with clauses 5.3 and/ or 8.3 above.
- 12.2 If the student does not repay the total amount of the Bursary prior to emigrating, NSFAS may institute legal proceedings against an emigrating student.
- 12.3 Repayment of the Bursary amount will be subject to compound interest reckoned from the date upon which NSFAS claims the amount from the student.

- 12.4 The student acknowledges that, if the student emigrates prior to contributing to the South African Economy for at least the period of time that he or she benefitted from the DHET Bursary Scheme, he or she shall repay the total amount of the Bursary and any interest which may have accrued thereon. The student is required to notify NSFAS of his or her intention to emigrate. If the student fails to notify NSFAS of this in any manner provided for in this agreement:
- 12.4.1 the student will then be in breach of this Agreement, entitling NSFAS to the various remedies contemplated in it;
 - 12.4.2 accordingly, until NSFAS becomes aware of the student's breach, the period of time that a student is in default, as contemplated in that section 103(5) of the National Credit Act, the prescription will not commence; and
 - 12.4.3 the student will be afforded the protection of 103(5) of the National Credit Act.
- 12.5 A certificate signed by a duly authorized officer of NSFAS, stating the fact that repayment has become due, and the amount of the Bursary and interest then outstanding, will be sufficient proof of those facts to enable legal proceedings (including proceedings for default judgment, summary judgment or provisional sentence) to be instituted in any Magistrate's Court having jurisdiction at the student's chosen service address to recover those amounts.
- 12.6 The student agrees that any Magistrate's Court having jurisdiction at the student's chosen service address, will have full jurisdiction in respect of such legal proceedings, notwithstanding the fact that the amount of NSFAS' claim may exceed the normal limits of that court jurisdiction.
- 12.7 The student will be responsible for all legal costs incurred by NSFAS, namely:
- 12.7.1 The fees charged by NSFAS's attorneys, on an attorney and own client basis, as agreed between the student and NSFAS, or as taxed and allowed by the Taxing Master of the Court in which the legal proceedings are brought
 - 12.7.2 All disbursements incurred by NSFAS attorneys, as agreed or as taxed and allowed by the relevant Taxing Master, and
 - 12.7.3 Collection commission at the prescribed rate presently 10% (ten percent) on all amounts collected from the student by NSFAS' attorneys or collection agencies.

13. DEFAULT AND CREDIT BUREAUS

- 13.1 In the event that the student does not satisfy the service commitment and further fails to repay the total amount of the Bursary, NSFAS shall be entitled to submit adverse information concerning the student to a credit bureau.
- 13.2 NSFAS must give the student 20 (twenty) business days written notice of NSFAS's intention to submit adverse information concerning the student to the credit bureau.
- 13.3 NSFAS will give the student 20 (twenty) working days from the date of the letter to settle all outstanding amounts.

14. BREACH AND TERMINATION

- 14.1 NSFAS is permitted to terminate this Agreement if the student does not comply with it.
- 14.2 In the event of termination of this Agreement, all NSFAS-Wallet allowances issued to the student, but not yet used, will be cancelled by NSFAS.
- 14.3 NSFAS reserves the right to enforce its rights in accordance with this Agreement.

15. CESSION

- 15.1 The student will not be entitled to cede, assign, transfer or delegate any of his/ her rights or obligations under this Agreement without the prior written consent of NSFAS. However, NSFAS will be entitled at its absolute discretion and at any time to cede, assign, transfer or delegate any or all of its rights and obligations under this agreement to any natural or juristic person of its choice.

16. ADDRESSES FOR RECEIVING DOCUMENTS

- 16.1 Any statement or notice referred to in this agreement may be sent to the student:
- 16.1.1 by posting it to the home address recorded in the Bursary Agreement; or
 - 16.1.2 by sending it to the student email address recorded in the Bursary Agreement; or
 - 16.1.3 by sending it by SMS to the student cellphone number recorded in the Bursary Agreement.
- 16.2 Written notices may be sent to the student at the residential home address, or alternatively to the relevant higher education institution. Notice and court proceedings may also be served on the student at these addresses.
- 16.3 The student may deliver any notices or correspondence to NSFAS in terms of or relating to this agreement to the postal or e-mail addresses recorded in the Bursary Agreement; and
- 16.4 The student may change his/her cellphone number or home, postal or e-mail addresses by sending a notice to NSFAS by registered post or process as prescribed by NSFAS from time to time.
- 16.5 All written notices (including legal notices and court proceedings) must be sent to NSFAS at NSFAS:
Second Floor House Vincent,
10 Brodie Road, Wynberg,
Cape Town, 7824 (marked for the attention of the: The Executive Officer).

17. APPLICABLE LAW AND JURISDICTION

- 17.1 This Agreement shall in all respects be governed by and construed under the laws of the Republic of South Africa.

18. MISCELLANEOUS MATTERS

- 18.1 This Agreement constitutes the whole of the agreement between the Parties relating to the NSFAS administered DHET Bursary and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Agreement, which is not incorporated in this Agreement, shall be binding on either of the Parties.
- 18.2 No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Agreement will be of any force or effect unless in writing and signed by the Parties.
- 18.3 No latitude, extension of time or other indulgence shall be construed to be an implied consent or election by that Party or operate as a waiver or a novation of or otherwise affect any of its rights in terms of or arising from this Agreement.