

Terms and Conditions

Maths Ace (MA) is a Division of Fernwood Business College (Pty) Ltd (FBC). All references to MA in this agreement refer to FBC (the Company).

* All references to clauses are clauses as per the application form.

1. The Client (identified in section 2) has applied for the Programme Payment Selection as indicated in section 10 of this application.
2. The Client is aware and understands that some of the rights and/or some of the obligations of MA (the "Company") may not be ceded (abandoned, handed over, and/or given to any third party). In certain instances the Company will appoint a third party to act on its behalf.
3. The Company may decide to accept or reject the Client's application, and if the Client asks, he/she will be supplied with reasons for rejection by the Company and details of the credit bureau where an unfavorable record is reflected.
4. Upon the acceptance of the application by the Company, the Client shall begin payment for the Programme from the Deduction Date set out in Section 13. The Company will deliver the programme to the address chosen by the Client in section 4. The address in section 3 will serve as the Client's domicilium citandi et executandi (address to which all legal notices are to be sent).
5. The Programme shall be sent via an approved agent or via courier services. The Client appoints the South African Post Office and/or its chosen freight/transport/delivery company as its agent for the acceptance and transportation of all further notices, certificates and any other documents which the Company or its agent may send to the Client.
6. The Company will supply the Client with a copy of this application together with these terms and conditions including a Table of Programme costs.
7. The Client shall be legally responsible for payment of the full Programme costs (reflected in Section 10 Programme Selection) upon acceptance by the Client of these terms and conditions after the dispatch by the Company of the Programme to the Client.
8. The Company agrees that the payment of the Programme costs will be made, interest free, and that the Client need only pay the minimum monthly instalment reflected in Section 10 over a fixed period, being the number of months reflected in Section 10.
9. The Client recognises that the payment provisions in 8, as set out in the Programme Selection are strictly conditional upon the Client making up to date payments, and complying with these terms and conditions.
10. The Client may only cancel this Agreement within 7 days of receipt of the Programme. In the event of the Client electing to cancel the Agreement, the Client acknowledges that he or she shall be liable to the Company for a payment of a Cancellation Administration Fee totalling R500, and will be responsible for returning the Programme materials. The Cancellation Administration Fee will cover the cost of delivery and administration fees. In this instance, the Client shall become liable for the full Cancellation Administration Fee from date of cancellation; however the Company may, at its sole discretion, allow the Client to continue to pay the Cancellation Administration Fee, by way of the original monthly debit order authority (if this method of payment has been selected by the client).
11. In the event that the Client fails to pay any one instalment as per the Programme Selection, for a period of 90 (Ninety) days or more from the date that such instalment becomes due and payable, the Client shall lose the right of paying in instalments and the Company, at its sole discretion, shall be entitled to demand payment of the full outstanding balance, in which case the outstanding balance shall immediately become due and payable by the Client, together with interest on such outstanding balance at prime plus 2% per month or mores interest of 15.5%, whichever is the lowest at the time of default, until payment in full by the Client of the Programme costs, interest and/or other costs. The Client shall further become liable for payment of default administration charges prescribed in terms of Section 101 and Regulation 46 of the National Credit Act.
12. Payments by the Client will be allocated first towards payment of interest, any costs, fees or charges (including legal costs, if any), and lastly the capital.
13. The Programme costs cover the following services by the Company and/or its agent:
 - 13.1 A single copy of the Programme;
 - 13.2 Call centre assistance regarding Client account queries;
 - 13.3 The cost of delivering the Programme to the Client.
14. The following costs are for the account of the Client over and above the Programme Selection referred to in Section 10:
 - 14.1 Postage of any items by the Client to the Company or its agent or any other correspondence/queries of the Client to the Company;
 - 14.2 The cost of any replacement Programme.
15. All payments shall be made directly to RP at, 12 Esplanade Road, Quigney, East London or at such other place as the Company may advise. Payments may be made by means of, without limiting the generality thereof, debit order/stop order or such other payment mechanism as agreed between the parties.
16. The number of instalments reflected in the Programme Selection presume regular payment of the Monthly/Weekly Instalment on the first elected pay date of the Client (as reflected in the Date of Deduction) and on the same day on every following month. A delay in the making of the second instalment may result in extra instalment/s.
17. Copyright exists on the Programme. Any unauthorised reproduction, copying and/or distribution of the Programme is an act of copyright breach and makes the Client liable for civil law copyright breach and may in certain circumstances make the Client liable for criminal prosecution. The Client also understands that the Programme is solely for the intended learners use and may not be passed on.
18. In the event of the Client's resignation, retirement or dismissal from employment, the full outstanding balance of the Programme costs shall at the sole discretion of the Company become due and payable. The Client hereby consents and authorises his/her respective employer to deduct from their accumulated leave pay, notice pay, severance package and/or salary, on behalf of the Company, the outstanding balance due and payable.
19. Should a third party obtain certain of the Company's rights by cession as per 2, then such cessionary shall be entitled to exercise any discretion granted with respect to that right as if it is the Company.
20. The Client must notify the Company in writing, within 30 days, of any change of the Client's physical residential address and/or employer. Should it come to the Company's attention that the Client has failed or neglected to inform the Company, the Company shall be entitled to instruct a tracing agent to find out and confirm such information and the Client shall be liable to pay for the tracing fees to fix any breach of such undertaking.
21. The Client agrees that the Company may at its sole discretion, for purposes of carrying out an affordability enquiry and/or updating the Company's records and/or marketing other products to the Client, obtain from and disclose to, a third party (including but not limited to a credit bureau and the national loan registry and the Client's employer) the Client's credit record, payment history, and current credit status, including the confidential information obtained in the course of negotiating and concluding this agreement. Should the Client not wish for the information to be disclosed or obtained in the aforesaid manner, the Client shall have the right not to proceed with the transaction as per this agreement.
22. The Company is entitled to:
 - 22.1 Perform a credit search on the Client's records with one or more of the registered Credit Bureaus when processing this application.
 - 22.2 Monitor the Client's payment behaviour by researching my record at one or more of the Credit Bureaus.
 - 22.3 Use new information and data obtained from Credit Bureau in respect of future credit applications.
 - 22.4 Record the existence of the Client's account with any Credit Bureau.
 - 22.5 Record and transmit details of how the account/payment is conducted in meeting the Client's obligations on the account. The Client waives any claims they may have against the Company in respect of such disclosures.
23. The Company is not obliged to perform an affordability assessment of the Client, but reserves its right to do so.
24. Should any provision or portion of this agreement be alleged or proven to be unenforceable by law, void or voidable, such provision will be separated from the remaining provisions hereof which shall remain in full force and effect.
25. The Client agrees that this Agreement, in particular the face page thereof may be scanned and the paper version destroyed, and hereby undertake not to dispute the authenticity or validity of the scanned version which is accepted as being a true copy of the original paper version of the Agreement.
26. Where any number of days is prescribed, such number of days shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday or public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
27. Unless the Client has indicated that he/she does not want to accept marketing material or SMS's etc., the Client hereby consents and/or requests that the Company, its holding company, affiliates, associates and subsidiaries may send advertising and promotional material by e-mail/SMS (short message system) to his/her/their computer/cellular telephone as provided in the application. However all Clients consent to the Company sending SMS's to the Clients with regard to any outstanding or arrear amounts, when any amount is due and payable and related matters. Should the Client wish to unsubscribe from receiving marketing messages he or she must contact the help desk of the Company's agent, RP, at 043 702 4898. Such option arises in terms of section 45 of the Electronic Communications and Transactions Act 25 of 2002.
28. The Client hereby consents that all personal information relating to him/her, obtained through this application, may be used for the processing of this application, the future administration of the Client's account, collection and marketing as indicated, including, tracing, research, recordal (over and above recordal for the Company's operations), transmission, distribution, storage, organisation, updating, modification, disposition, making available in any form, and product design by the Company.
29. The application, terms and conditions, Programme Selection, schedules and annexures constitute the agreement.
30. The Client chooses the address specified in sections 3 as his/her domicilium citandi et executandi for the delivery and service of all notices, the Programme, items, correspondences and legal process. Should the Client wish to change his/her domicilium, he/she shall notify the Company thereof in writing at the address specified in point 19 of the terms and conditions (which serves as the Company's domicilium). Such change of domicilium shall only take effect from the date of receipt of the notice by the Company.
31. The Client confirms that they have read the terms and conditions before conclusion of same, and that he/she understands the meaning and consequences of same.
32. The Client further confirms that he/she was afforded the opportunity to read the agreement, or have same read to him/her, before same was concluded.
33. The Client hereby authorises the Company and its duly appointed agents to make any arrangements and to sign all documents which the Company may deem necessary to obtain payment of the instalments in terms of this Agreement through any financial or deposit - taking institution with whom the Client holds any account. The steps contemplated hereinbefore may include withdrawals from the Client's bank account through a system known as Bankserve or any similar electronic method or procedure.
34. This agreement contains all of the express provisions agreed on by the parties with regard to the subject matter hereof and the parties waive the right to rely on any alleged express provision not contained herein.
35. Neither party may rely on any representation which allegedly made that party enter into this agreement, unless the representation is recorded in this agreement.
36. No contract varying, adding to, deleting from or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.
37. No lenience granted by a party shall constitute a waiver or abandonment of any of that party's rights under this agreement; accordingly, that party shall not be precluded, as a consequence of having granted that lenience, from exercising any rights against the other party which may have arisen in the past or which may arise in the future under this agreement.
38. Should this agreement have to be interpreted, it will be done so objectively and not in favour of any party. The party requesting the interpretation shall be liable for any costs incurred.
39. This Application constitutes the first account/invoice for the goods and services sold in terms hereof.
40. If you are married In Community of Property you require your spouses' permission to enter into this Agreement.
41. After you have accepted the Programme, opened and used the Programme and wish to return the material, the return of the Programme will be for your own cost, you will also be liable for full payment of the entire Programme costs.