



MASTERCLASS: APPLICATION FORM

MASTERCLASS DETAILS:

MASTERCLASS TITLE:								
MASTERCLASS PROFICIENCY:	Full:		Basic:		Intermediate		Advanced:	

PRE-REQUISITES:

Computer Literacy:	Basic:		Intermediary		Advanced:		None:	
Microsoft Proficiency:	Basic:		Intermediary		Advanced:		None:	
Word:	Basic:		Intermediary		Advanced:		None:	
Excel:	Basic:		Intermediary		Advanced:		None:	
PowerPoint	Basic:		Intermediary		Advanced:		None:	
Access:	Basic:		Intermediary		Advanced:		None:	
Computer Literacy	Basic:		Intermediary		Advanced:		None:	
English Proficiency:	Basic:		Intermediary		Advanced:		None:	

PERSONAL INFORMATION:

Full First name: <small>(As per ID for certificate purposes)</small>													
Surname:													
Gender:	MALE		FEMALE		NON-BINARY								
RSA Resident:	YES		NO										
RSA ID:													
Passport No.:													
Contact Number:					Cell phone No.:								
Physical Address													
Postal Code:													
Postal Address	Same as above												
Postal Code:													



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ACCOUNT:

Will you be individually liable for the Account?	YES		EMPLOYER	
How will you be paying the account?	EFT		Cash	

EMPLOYER DETAILS:

Employer Name:														
Employer Vat Number:														
Employer Company Registration Number:														
Employer Physical Address:														
Post Code:														
Employer Postal Address:														
Post Code:														
Account Officer Name:														
Account Officer Number:														
Applicant Employee Number														

Please Note: We require a Certified Copy of the following documents with your application:

1. Identity Document.
2. Matric Certificate
3. Latest Tertiary Certificates and Statement of Results (if Applicable)

I acknowledge that I have read Fourth Industrial Revolution Incubator (4iri): Terms and Conditions of Enrolment (Enrolment Conditions) and account management attached to this registration form. I confirm that I understand the Enrolment Conditions and that by signing below I agree to be bound by them and acknowledge that they regulate my relationship with 4iri. Further, I confirm that all the information supplied above is true and not misleading and I confirm that I understand these clauses and the associated consequences.

Signature: _____ Date: _____

Name of Applicant: _____ Place of Signature: _____

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Fourth Industrial Revolution Incubator (4iri): Terms and Conditions of Enrolment (Enrolment Conditions)

1. Definitions and Interpretation

1.1. In these Enrolment Conditions, unless the context requires otherwise:

- 1.1.1. Business Day means any day other than a Saturday, Sunday, or official public holiday in South Africa.
- 1.1.2. Client means the individual whose details are specified in the Registration Form to which these Enrolment Conditions are attached.
- 1.1.3. Course means the programme for which the Client is enrolling as set out in the Registration Form.
- 1.1.4. Enrolment Conditions means this agreement titled The Fourth Industrial Revolution Incubator (4iri): Terms and Conditions of Enrolment (Enrolment Conditions)
- 1.1.5. Parties means Fourth Industrial Revolution Incubator and the Client and Party means, as the context requires, any one of them;
- 1.1.6. Registration Form means the document to which these Enrolment Conditions are attached titled 'Registration Form' and on which the Client has specified their personal information and their Course of choice, and which sets out the associated fees.
- 1.1.7. Signature Date means the date on which the Client signs the Registration Form.
- 1.1.8. South Africa means the Republic of South Africa as constituted from time to time.
- 1.1.9. The Fourth Industrial Revolution Incubator a not-for-profit company duly registered in accordance with the laws of South Africa with registration number (2018/384198/08) trading as 4iri.

1.2. Any reference in these Enrolment Conditions to:

- 1.2.1. a clause is, subject to any contrary indication, a reference to a clause of this Agreement.
- 1.2.2. law means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of any government, local government, statutory or regulatory body or court having the force of law; and
- 1.2.3. a person means any natural or juristic person, firm, company, corporation, government, state, agency or organ of a state, association, trust or partnership (whether or not having separate legal personality).

1.3. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

1.4. The headings do not govern or affect the interpretation of these Enrolment Conditions.

1.5. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of these Enrolment Conditions.

1.6. Where any term is defined within the context of any particular clause in these Enrolment Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Enrolment Conditions, notwithstanding that the term has not been defined in this interpretation clause.

1.1. Unless the context indicates otherwise an expression which denotes any gender includes both the others; reference to a natural person includes a juristic person and vice versa; the singular includes the plural, and the plural includes the singular.

1.2. Any number of days prescribed in these Enrolment Conditions excludes the first day and includes the last day and any relevant action or notice may be validly done or given on the last day.

1.3. Unless the context indicates otherwise if the day for payment of any amount or performance of any obligation falls on a day which is not a Business Day, that day will be the next Business Day.

1.4. The words "including" and "in particular" are without limitation.

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- 1.5. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time.
 - 1.6. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented, or replaced from time to time.
 - 1.7. A reference to a Party includes that Party's successors-in-title and permitted assigns.
 - 1.8. A time of day is a reference to South African time.
 - 1.9. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
 - 1.10. The termination of these Enrolment Conditions does not affect those of its provisions which expressly provide that they will operate after termination, or which must continue to have effect after termination, or which must by implication continue to have effect after termination.
2. Course and Qualification
- 2.1. The Client elects to sign up for the Course set out in the Registration Form.
 - 2.2. The Client understands that the Course is to be completed in the time period specified in the Registration Form and the Client will be required to attend classes as set out in clause 4 and submit assignments as set out in clause 5 in order to complete the Course.
 - 2.3. Upon successful completion of the Course the Client will be awarded the certificate and/or qualification specified on the Registration Form.
 - 2.4. The Client will have successfully completed the Course when they have attended all classes as required in clause 4 and completed all assignments in compliance with clause 5.
 - 2.5. In addition to the above, the Client will only be entitled to their certificate and/or qualification when the Course Fee has been paid in full.
3. Cost
- 3.1. The Client acknowledges that the cost for the Course is as set out on the Registration Form (Course Fee).
 - 3.2. Unless a clearly indicated otherwise, all Course Fees are specified VAT exclusive.
 - 3.3. The Client also acknowledges that they are personally liable to pay the Course Fee, and any applicable taxes, in full regardless of whether or not their employer reimburses them.
 - 3.4. The Client may elect to pay:
 - 3.4.1. the entire Course Fee in one lumpsum in which case the Course Fee becomes due and payable on the Signature Date and the Client may not commence attending the Course or submitting assignments until such time as the total Course Fee has been paid; or
 - 3.4.2. the Course Fee in equal monthly instalment the first of which is due on the Signature Date and each monthly instalment thereafter is due on the first day of the month starting with the first day of the calendar month immediately succeeding the Signature Date regardless of whether or not that date is a full month after the Signature Date.

The Client will make their election on the Registration Form.
 - 3.5. The Fourth Industrial Revolution Incubator will invoice the Client as applicable, and the Client is to make all payments into the account specified on the invoice.
4. Attendance
- 4.1. The Course will be offered either in person or online or by means of a combination of in person and online classes. The manner of presenting the Course will be within the sole discretion of The Fourth Industrial Revolution Incubator.
 - 4.2. The Fourth Industrial Revolution Incubator will provide the Client with a schedule indicating the modules of which the Course is comprised and the class times, dates and venues (including, potentially,

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online methods of presentation) for each module at least two weeks before the Course is due to commence or on the Signature Date, whichever is the later. The Fourth Industrial Revolution Incubator may, provided they give the Client at least 24 hours' notice, change the venue of a class to another location in the same city or change the class from being in person to online or vice versa.

- 4.3. The Client will be expected to attend all classes for each module. The Fourth Industrial Revolution Incubator reserves the right to refuse to award a client the certificate / qualification where they have not attended a sufficient number of classes. Whether or not attendance is sufficient will be determined by The Fourth Industrial Revolution Incubator on a case-by-case basis and dependent on each case's unique circumstances. In making this determination The Fourth Industrial Revolution Incubator will take the presence or absence of compliance with clause 4.5 into account.
 - 4.4. During each class the Client will be required to sign a register, either in hardcopy or electronically. The sole proof of attendance of a class will be the register. Should a client fail to sign the register during any class, it will be within the sole discretion of the module facilitator as to whether or not they will permit the Client to sign the register late. The module facilitator will exercise this discretion fairly and without discrimination for all clients, as such, should a client wish to sign the register late they will be required to prove they were in attendance; what amounts to sufficient proof of attendance is within the sole discretion of the module facilitator.
 - 4.5. Where extenuating circumstances arise which make it impossible for the Client to attend a class, the Client must notify The Fourth Industrial Revolution Incubator of the existence of these circumstances as soon as reasonably possible but by no later than 48 hours after the circumstances first arise. Extenuating circumstances are circumstances such as illness (where the Client can provide a medical certificate), the death of a close relative (which can be proven with a copy of a death certificate), or proof of some other suitably serious intervening circumstance making class attendance impossible. It will be within the sole discretion of The Fourth Industrial Revolution Incubator as to whether or not a circumstance is suitably seriousness and what will constitute sufficient proof.
5. Assignments
- 5.1. In order to grant the Client, the certificate / qualification, the Client needs to complete a portfolio of evidence for each module. This portfolio of evidence is comprised of a number of assignments; the number of assignments may differ for each module.
 - 5.2. At the beginning of each module, the module facilitator will provide the Client with the due dates for each assignment.
 - 5.3. The Client will be required to submit the assignment on the due date, failure to submit the assignment timeously will result in a zero grade for the assignment. The only situations in which a The Fourth Industrial Revolution Incubator(Pty) Ltd. will grant a Client an extension to the submission date is when the Client can provide a medical certificate, or proof of the death of a close relative, or proof of some other suitably serious intervening circumstance (it will be within the sole discretion of The Fourth Industrial Revolution Incubator as to whether or not a circumstance is suitably seriousness to merit an extension and what will constitute sufficient proof). The length of any extension will be within the sole discretion of The Fourth Industrial Revolution Incubator.
 - 5.4. All assignments are to be submitted in the prescribed format, to the prescribed address, and attaching the prescribed declaration of authenticity. Should an assignment not be in the prescribed format, and/or not be delivered to the prescribed address, and/or not attach the prescribed declaration of authenticity it will be considered to have not been submitted and a zero grade will be awarded.
 - 5.5. The Fourth Industrial Revolution Incubator may prescribe formatting requirements but at a minimum to be in the prescribed format, an assignment must be at least 70% percent complete. It is recorded that Clients are expected to answer all assignment questions; should a client answer any less than 70 percent of an assignment, the assignment will not be in the prescribed format and a not yet competent

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- grade will be awarded. For the avoidance of doubt, this incomplete submission will be considered the first submission by the Client and the provisions of clause 5.6 will apply to the assignment and the Client an opportunity to remediate their assignment in accordance with the provisions of clauses 5.6.1 and 5.6.2.
- 5.6. The module facilitator will communicate the assessment criteria to the Client prior to the submission of any assignment. Should the Client's assignment not meet the minimum assessment criteria, the Client's assignment will be considered not yet complete.
 - 5.6.1. Should a Client's assignment be marked not yet competent Assessment, the Client will receive detailed written feedback and, should they request it, individual feedback from the module facilitator (either in person or via electronic means) in order to ensure that the Client understands why they have been graded as they have and what additional information is required from them to ensure that they are considered competent. The Client will then be given an opportunity to amend and resubmit their assignment and have it marked again at no additional charge. This affords the Client a second opportunity to display competence.
 - 5.6.2. Should the Client still achieve a not yet competent mark for their remarked assignment, against payment of the then prevailing remark fee, they will be provided with a third and final opportunity to submit their assignment. Should a client's third submission be marked not yet competent, or should the Client fail to pay the remark fee and/or submit their assignment for a third time, they will fail the module and be expected to retake the entire module (including redoing any assignments in the module which they may have passed). The Client will be required to pay the module fee again in order to be permitted to retake the module.
 - 5.6.3. The additional opportunities to submit an assignment referred to in clauses 5.6.1 and 5.6.2 above are referred to as remediation opportunities.
 - 5.7. It is recorded that the assessment criteria, whether an assignment is successfully completed, and the mark awarded for any assignment is within the sole discretion of The Fourth Industrial Revolution Incubator.
 - 5.8. Should a client, throughout the duration of the Course, fail to submit any two assignments or be awarded a zero grade for any two assignments (after the remediation opportunities have been granted) the Client will be deregistered and the provisions of clause 7.5 will apply.
6. Plagiarism and Unacceptable Conduct
 - 6.1. The Client recognizes that utilizing the work, ideas, logic, or arguments of another person without the necessary acknowledgement amounts to plagiarism which is unacceptable conduct.
 - 6.2. The Client acknowledges that The Fourth Industrial Revolution Incubator has a plagiarism policy in place and that they are expected to abide by the policy at all times. The Client recognizes that failure to do so may result in them being awarded a zero grade for an assignment and/or being deregistered in accordance with clause 7.
 - 6.3. The Client acknowledges that in compliance with the plagiarism policy they are expected to submit a declaration of authenticity when submitting each assignment and that failure to do so will result in their assignment not being in the prescribed format and the assignment will, in accordance with clause 5.4, be considered to have not been submitted and a zero grade will be awarded for that assignment.
 - 6.4. Any dishonest conduct, such as (without limitation) cheating in assignment, tests, or exams, is unacceptable conduct which, should the conduct be considered, within the sole discretion of The Fourth Industrial Revolution Incubator, to be sufficiently serious will result in the Client being deregistered in accordance with clause 7.
 - 6.5. Any conduct which amounts to:

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- 6.5.1. unfair discrimination against another individual (unfair discrimination being defined in accordance with the Promotion of Equality and Prevention of Unfair Discrimination Act No. 4 of 2000); or
- 6.5.2. harassment under the Protection from Harassment Act No. 17 of 2011 constitutes unacceptable conduct and may result in the Client being deregistered in accordance with clause 7.

7. Deregistration

- 7.1. A Client may be deregistered from the Course on the following grounds:
 - 7.1.1. it has been determined that they have violated The Fourth Industrial Revolution Incubator's plagiarism policy.
 - 7.1.2. they have engaged in unacceptable conduct as set out in clause 6.
 - 7.1.3. they are in breach of the provisions of clause 5.8; or
 - 7.1.4. they have elected to make payment in accordance with clause 3.4.2 and the Client has not made their monthly instalment payments for a period of two consecutive months.
- 7.2. Should the Client be facing deregistration on the basis set out in clauses 7.1.1 or 7.1.2, prior to deregistration the Client shall be given an opportunity to respond to the claims made against them (either in person or in writing, whatever The Fourth Industrial Revolution Incubator shall consider most appropriate in the circumstances) and their response will be considered by The Fourth Industrial Revolution Incubator prior to a decision on their deregistration being made. Should The Fourth Industrial Revolution Incubator decide to deregister a client, they will be provided with written reasons for the decision taken.
- 7.3. Should the Client be in breach of the provisions of clause 5.8 and therefore liable to deregistration on the basis set out in clause 7.1.3, The Fourth Industrial Revolution Incubator will send the Client notification of this and demand a written explanation for the Client's failure to comply with their obligations in terms of these Enrolment Conditions and give the Client 7 days from the date of the notice to provide satisfactory reasons for their failures. A reason will only be satisfactory where when the Client can provide a medical certificate, or proof of the death of a close relative, or proof of some other suitably serious intervening circumstance (it will be within the sole discretion of The Fourth Industrial Revolution Incubator as to whether or not a circumstance is suitably seriousness to merit a continued enrolment and what will constitute sufficient proof). Whether or not to accept the Client's explanation as satisfactory will be within the sole discretion of The Fourth Industrial Revolution Incubator. Should the Client fail to respond to the notice, or should their response not provide a satisfactory reason for their failure they will be deregistered at the election of The Fourth Industrial Revolution Incubator. Should The Fourth Industrial Revolution Incubator decide to deregister a client they must notify the Client of this fact in writing.
- 7.4. Should the Client be facing deregistration on the basis set out in clause 7.1.4, The Fourth Industrial Revolution Incubator will send the Client notification of this and demand payment of the outstanding amounts within 7 days from the date of the notice. Should the Client fail to make payment of all outstanding amounts within the 7-day period they will automatically be deregistered.
- 7.5. Should a client be deregistered from a Course:
 - 7.5.1. they will retain any credits they have accumulated for successfully completed modules for a period of 2 years.
 - 7.5.2. should they wish to complete the Course, they will be required to reregister for the Qualification/outstanding modules and successfully complete any/all outstanding modules they have not yet successfully completed (including any modules with which they were busy (but had not yet completed) when they were deregistered, for the avoidance of doubt, even if they have submitted and passed any assignments in these modules, they will be required to redo these assignment and they will be required to attend all classes relating to these modules). In order to

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be reenrolled to complete any outstanding modules needed to complete the Qualification they will be required to pay the then prevailing module(s) fee(s) upfront prior to classes for that/those module(s) commencing.

8. General

- 8.1. These Enrolment Conditions along with the Registration Form constitute the whole agreement between the Parties in regard to their subject matter.
- 8.2. No addition to or variation or consensual cancellation of this Agreement, including this clause, has effect unless in writing and signed by the Parties.
- 8.3. No indulgence by a Party to another Party, or failure strictly to enforce the terms of this Agreement, will be interpreted as a waiver or be capable of founding an estoppel.
- 8.4. The Parties undertake to do everything reasonably in their power necessary for or incidental to the effectiveness and performance of this Agreement.
- 8.5. Save as is specifically provided in these Enrolment Conditions, no Party is entitled to cede any of its rights or delegate any of its obligations under these Enrolment Conditions without the prior written consent of the other Party affected by the transfer of rights or obligations.
- 8.6. Any illegal or unenforceable provision of these Enrolment Conditions may be severed, and the remaining provisions of these Enrolment Conditions continue in force.

9. Notices and Addresses

9.1. Notices

- 9.1.1. Any notice, consent, approval, or other communication in connection with these Enrolment Conditions (Notice) will be in writing in English.

9.2. Addresses

- 9.2.1. The Client chooses the physical address and/or email address set out in the Registration Form as the address to which any Notice must be sent.
- 9.2.2. The Fourth Industrial Revolution Incubator chooses the physical address and/or email address set out below as the address to which any Notice must be sent.

Physical address:

1 Waterhouse Place Century City,
Cape Town 7441, South Africa

Email address: siya@4iri.co.za

Marked for the attention of: Siya Mabuza

- 9.3. Any Party may by Notice to the other Party change its address and/or the person, if any, for whose attention any Notice must be marked in accordance with clause 9.2.

9.4. Effective on Receipt

- 9.4.1. Any Notice takes effect when received by the recipient (or on any later date specified in the Notice) and, unless the contrary is proved, is deemed to be received:
 - 9.4.1.1. on the day of delivery, if delivered by hand to a responsible person at the recipient's physical address in accordance with clause 9.2. If delivery is not on a Business Day or is after ordinary business hours on a Business Day, the Notice is deemed to be received on the Business Day after the date of delivery.
 - 9.4.1.2. on the first Business Day after the date of transmission, if sent by email to the recipient's email address in clause 9.2.

- 9.4.2. Despite anything to the contrary in this Agreement, a Notice actually received by a Party is effective even though it was not sent, or delivered, or sent and delivered to its address in clause 9.2.

9.5. Service of Process

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9.5.1. Each Party chooses its physical address referred to in clause 9.2 as its address at which legal process and other documents in legal proceedings in connection with these Enrolment Conditions may be served (domicilium citandi et executandi).

9.5.2. Any Party may by Notice to the other Party change its address at which legal process and other documents in legal proceedings in connection with these Enrolment Conditions may be served to another physical address in South Africa.

10. Applicable Law

These Enrolment Conditions is governed by South African law.

11. Jurisdiction

The Parties unconditionally consent and submit to the non-exclusive jurisdiction of the District Magistrate's Court, Johannesburg in regard to all matters arising from these Enrolment Conditions in regard to all matters arising from this Agreement.

12. Incorporation by Reference

These Enrolment Conditions form part of the Registration Form. By signing the Registration Form, the Client agrees to be bound by the terms and conditions set out in these Enrolment Conditions.