

## Henley Business School Limited (Incorporated in the United Kingdom)

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### TERMS AND CONDITIONS OF REGISTRATION

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\*unless otherwise indicated, this policy will still apply beyond the review date

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## Introduction

This Policy recognises the prescriptions of the *Higher Education Act, 1997* (as amended), and the *Higher Education Qualifications Sub-Framework* (HEQSF).

### 1. Purpose

The Terms and Conditions of registration are set out below. Applicants are required to confirm that they have understood and accepted these Terms and conditions, as part of the contract made *Henley Business School* and the Student upon registration. Before accepting the Terms and Conditions applications are strongly encouraged to read and familiarise themselves with the relevant *Programme Handbook*.

### 2. Scope

This policy applies to all accredited qualification programmes at the School, except where otherwise indicated.

### 3. Policy statement

Henley Business School is committed to developing and implementing policies that ensure fairness and recognizes diversity among our student and staff body. All our policies are aligned to the required government regulations including the Higher Education Act, Act 101 of 1997 (as amended) and the NQF Act, Act 67 of 2007.

### 4. Definitions

In this policy, the terms below are utilised and the following meanings are associated to these terms:

- **RPL** – Recognition of Prior Learning
- **Applicant** – refers to anyone who has made an application for admission to one of the Henley Business School programme offerings.

### 5. Policy objectives

In pursuit of its commitment to ensure fairness and diversity in our student body. Henley Business School commits to:

- Ensure every completed application form is reviewed and considered irrespective of race, gender, sexual orientation, nationality, religious beliefs and disability;
- Every student is expected to adhere to the same policies; and
- Every student is provided the required support through their learning journey.

### 6. Policy principles

- This policy is supported by the Schools commitment to ensure the student body is diverse.
- Minimum requirements are set with the purpose of ensuring that every prospective student has the potential to complete a programme successfully whilst maintaining academic integrity.

## 7. Policy Provisions

### 7.1 Application for Admission

- 7.1.1 An application for admission to a programme of study will be considered only if it is submitted on an official *Application Form*.
- 7.1.2 All completed applications will be carefully considered in accordance with the School's *Admissions Policy*.
- 7.1.3 Applicants may not enrol concurrently on more than one programme of study leading to an academic

award, either at the school or at any other institution, unless prior approval has been granted.

- 7.1.4 The School reserves the right in its absolute discretion to offer a place on an alternative programme from that to which the applicant has applied.

## 7.2 Exemptions and Programme Credits

- 7.2.1 Any application for exemption from part of a programme of study should be made in writing on or before the date of registration for the programme concerned. Please consult the relevant department for advice.

## 7.3 Offer of Admission (not applicable to executive education programmes)

- 7.3.1 Once a decision on an application has been made, it will be communicated to the applicant in a formal *Offer Letter* signed by the appropriate Admissions Officer.
- 7.3.2 Fees are payable prior to commencement of the programme.
- 7.3.3 No student may be allowed to start a programme without payment of the required fees or an agreed upon payment plan. Applicants who are awaiting company sponsorship will be required to pay the specified [deposit](#) to cover the cost of the first workshop and administration. This amount will be refunded to the student once the full fee (or in the case of the MBA, the relevant stage fee) has been received from the sponsoring company.
- 7.3.4 In the case of applicants who are awaiting company sponsorship, the School reserves the right to withdraw the student if any outstanding fees are not paid within **four weeks** of the start of the programme.
- 7.3.5 Henley programmes are designed so that students can learn from one another. All intakes have a minimum cohort size in order to provide the expected learning experience and networking opportunities. When it is anticipated that the School will not reach these minimum levels, programmes may be rescheduled or, if necessary, cancelled. In all such cases applicants will be advised as soon as practicable to be offered alternative programme dates where possible.
- 7.3.6 An applicant may, in writing, defer an offer of a place on a programme to another intake provided that the intake commences no later than 12 calendar months from the programme commencement date included in the original offer. Beyond 12 months, a new application will be required.

## 7.4 Acceptance of an Offer (not applicable to executive education programmes)

- 7.4.1 An *Acceptance Form* will be forwarded to the applicant together with the *Offer Letter*.
- 7.4.2 The signed offer of acceptance must be returned to the relevant admissions officer. Should your company be sponsoring your studies, the signed acceptance must be accompanied by a signed company confirmation of sponsorship letter.
- 7.4.3 By accepting an offer of a place on a programme of study, applicants confirm that they understand the cost involved in the programme, and agree to pay those costs.
- 7.4.4 This section is not applicable to students completing their programme through the Executive Education department.

## 7.5 Registration

Applicants will only be permitted to enrol on the programme once the following have been satisfied:

- 7.5.1 Any offer conditions have been met.
- 7.5.2 A completed *Acceptance Form* has been received.
- 7.5.3 The required fees as notified to the candidate have been received or the signed payment plan has been returned. (This clause is not applicable to students completing their programme through the Executive Education department.)
- 7.5.4 Applicants will receive *Confirmation of Registration* letters from the relevant department. This letter is required to be signed and returned on the first day of class.
- 7.5.5 The contractual relationship established by registration is solely between Henley Business School and the

individual student.

7.5.6 All students are required to comply with the Regulations for *Student Conduct*.

7.5.7 The School reserves the right to withdraw a student at any stage of the programme for lack of progress.

## **7.6 Programme Fees**

7.6.1 Information on tuition fees is made available in advance of the programme intake, and can be confirmed through the School's website.

7.6.2 Fees must be paid in full by the due date and/or in advance of commencement of the programme unless prior alternative arrangements have been made.

7.6.3 If a student withdraws from the programme for any reason within **four weeks** from the start of the first workshop, having paid the full programme fees, a refund will be made. The refund will be reduced to take account of the [deposit](#) paid for the cost of the first workshop and administration. No refund of fees will be made after the four-week period. Furthermore, if students have been permitted to pay their fees in instalments, they will still be liable to pay the fees in full if they withdraw after the four-week period.

7.6.4 The School reserves the right, at any time, to vary the fees to be charged for any programme of study leading to an academic award of the School. Any such fee variation introduced after the date of commencement of registration shall apply only to those Stages of the programme (if any) for which fees have not been paid.

7.6.5 In consideration of payment by, or on behalf of, the student of the required fees, the School undertakes to supply programme materials and services (including assessment services) to which the fees concerned relate. (Please note that the cost of international immersions is not included in the standard programme fees.)

## **7.7 Right to withdraw**

7.7.1 An applicant who wishes to withdraw their application for a programme of study must give written notice to the admissions personnel.

7.7.2 If an applicant withdraws before commencement of the programme, he/she shall be entitled to a full refund of any fees paid.

7.7.3 If a student withdraws from the programme within four (4) weeks after the commencement of the programme having paid the programme fees, he/she shall be entitled to a refund of the fees paid, but the refund will be reduced to take into account the [deposit](#) paid for the cost of the first workshop and administration.

7.7.4 If an applicant withdraws from the programme after the initial four-week period stipulated in paragraph 7.7.3, he/she shall be liable for the full programme fees.

7.7.5 Once the School has been notified in accordance with paragraph 7.7.1 the student wishes to withdraw, the School will, within 30 working days, refund or credit the applicant any sum that he/she may be due.

7.7.6 In the case of students studying through the executive education division, the withdrawal rights will be dealt with between Henley Business School, the student and the client.

## **7.8 Transfer**

7.8.1 A transfer is when a student wishes to amend their registration from one intake to another intake in the same programme of study.

7.8.2 A student will be required to complete the transfer application form and submit the completed form to their programme manager.

7.8.3 The relevant departments will review the progress status of the student at the time of application and confirm whether additional assessments will be required or whether there will be any additional fees due.

7.8.4 Once approved, the student will be notified in writing.

7.8.5 Should there be any difference in fees, the student will be liable to pay the difference before they can commence their studies.

## **7.9 Deferral**

- 7.9.1 A deferral is when a student who started the programme and has submitted assignments, but due to circumstances out of the student's control, requests to put their studies on hold. This might be due to health or personal matters.
- 7.9.2 The student will be required to engage their programme manager when this need arises. The programme manager will advise the student on which documentation is required to complete a deferral request.
- 7.9.3 In the instance where the student forms part of an Executive Education programme, the student would require approval from the company.
- 7.9.4 A student may defer their studies for a period of not exceeding 12 months.
- 7.9.5 When the student is ready to re-commence their studies, they will be required to complete the re-registration form.
- 7.9.6 Upon re-commencing their studies, the student may be required to complete additional coursework and pay the appropriate re-registration fee. This will be finalised once the re-registration form has been received.

## **7.10 Re-registration (This section is not applicable to the Henley MBA)**

- 7.10.1 Re-registration applies to students who have previously failed a module or a programme and wish to return to complete their studies. This is also applicable to students who deferred their studies and are now ready to return.
- 7.10.2 A completed re-registration form must be submitted to the programme manager.
- 7.10.3 The student will be required to abide the rules and regulations of Henley Business School which are applicable to the year in which they return.
- 7.10.4 The student may be required to pay a difference in fees for a programme level re-registration.
- 7.10.5 If the re-registration is required on a modular level, there is a fixed R3000.00 re-registration fee plus an additional fee of R2000.00 per day that will be levied for the required workshops to complete the programme.

## **7.11 Conferment of Academic Awards of the School**

- 7.11.1 An academic award of the School will be conferred only if the student completes the programme of study to the satisfaction of the *Teaching and Learning Committee* and/or *Academic Board*.
- 7.11.2 The number of times a student can re-sit an examination or re-submit an assignment or other assessed piece of work is restricted. Students are advised to consult the relevant Programme Handbook for confirmation of the re-sit/re-submission rules.
- 7.11.3 Notwithstanding the successful completion of a programme of study by the student, the School reserves the right to withhold any academic award pending settlement of any outstanding fees or other liabilities.
- 7.11.4 Academic transcripts and/or certificates shall not be issued to any student who has an outstanding fee.

## **7.12 Personal Information**

The School undertakes to treat any personal information received from students in the course of their studies as confidential and in accordance with the applicable regulations governing the protection of personal information.

## **7.13 Regulations and Procedures**

By registering on a programme of study, the student agrees to abide by the School's regulations. These include: a) regulations for student conduct, b) statement on academic misconduct and plagiarism, c) student complaints and grievances procedure, d) assessment guide, e) assessment policy and f) certification policy and procedures, which are all available online.

#### **7.14 Variation**

The School values its international reputation as a provider of high-level programmes and programme services. It undertakes to take all reasonable steps to provide programmes and services as set out in programme brochures and other documentation supplied to students and applicants. However, the School does not accept any absolute obligation to provide programmes or services as set out in programme brochures or other documentation. The School reserves the right to change programmes of study and/or the provision of services at any time.

Should circumstances beyond the control of the School interfere with the ability of the School to provide programmes and/or services, the School undertakes to use all reasonable steps to minimise any resultant interruption to students.

#### **7.15 Governing Law**

The laws of South Africa shall apply to the contract created between the students and the School, and any disputes relating thereto shall be determined in the South African courts.

### **8. Monitoring and reporting**

The Academic Board is accountable and responsible for establishing the required controls for the policy monitoring and reporting. Administrative responsibility for the implementation of the Accredited Programmes Assessment policy is located within the Teaching & Learning Committee (TLC).

### **9. Right of appeal**

The School believes in fairness and equality. Applicants and students have the right to appeal in line with relevant policies and procedures.

### **10. Supporting documents**

Higher Education Act 101 of 1997 (as amended)

South African Constitution of 1996

Higher Education Qualifications Sub-Framework (HEQSF)

National Policy and Criteria for Designing and Implementing Assessment for NQF Qualifications and Part-Qualifications and Professional Designations in South Africa (SAQA, 2014)

Developing Learning Programmes for NQF-registered Qualifications and Unit Standards

A New Academic Policy for Policy for Programmes And Qualifications in Higher Education, 2002

### **11. Associated documents**

Student Code of Conduct

Statement on Academic Misconduct and Plagiarism

Student Complaints and Grievances Procedure

Assessment Guide

Assessment Policy

Certification Policy and Procedures

RPL Policy and Procedures

### **12. Policy life cycle**

This policy should be reviewed every four years or where required during the intervening period.

### 13. Signature

By signing this form, the student confirms that they have read the Terms and Conditions, understand the import and implications thereof and agree to be bound by its provisions.

Signature:

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Name:

Date: