



**JANJIRA HABSANI EDUCATION AND SOCIAL SOCIETY  
BURSARY PROGRAMME TERMS AND CONDITIONS (21 JANUARY 2026)**

**1. PURPOSE OF THE BURSARY**

The Janjira Habsani Education and Social Society ("JHESS") Bursary Programme provides financial assistance to qualifying students from disadvantaged backgrounds. All awards are made at the sole discretion of the JHESS Executive Committee and are subject to the availability of funds.

**2. DEFINITIONS AND INTERPRETATION**

- 2.1. *"Accredited Institution"* means a public tertiary institution in the Republic of South Africa that is accredited or registered in accordance with applicable law.
- 2.2. *"Applicant"* means any person applying for financial assistance under the JHESS Bursary Programme.
- 2.3. *"Bursary"* means financial assistance awarded by JHESS in terms of these Terms and Conditions.
- 2.4. *"Funding"* means any amount paid or payable by JHESS to or for the benefit of an Applicant under the Bursary.
- 2.5. *"JHESS"* means the Janjira Habsani Education and Social Society, a registered Public Benefit Organisation (PBO No. 930055713), including its trustees, committee members, employees, agents and authorised representatives.
- 2.6. *"Material Breach"* means a breach of these Terms and Conditions that is serious in nature or that, in the reasonable opinion of JHESS, affects the purpose, integrity or administration of the Bursary.
- 2.7. *"POPIA"* means the Protection of Personal Information Act 4 of 2013.
- 2.8. *"Terms and Conditions"* means this document, as amended from time to time.
- 2.9. Words importing the singular include the plural and vice versa. Headings are for convenience only and do not affect interpretation.

**3. ELIGIBILITY WARRANTIES BY THE APPLICANT**

By applying, the Applicant warrants and represents that they:

- 3.1. Are a South African citizen or permanent resident;
- 3.2. Are enrolled and accepted at an Accredited Institution;
- 3.3. Are in genuine financial need as assessed by JHESS;
- 3.4. Have provided information that is complete, accurate and not misleading;
- 3.5. Are not subject to any academic, disciplinary, or legal restriction that would reasonably disqualify them;
- 3.6. Will immediately notify JHESS if any of the above changes.

**4. APPLICATION VERIFICATION, FRAUD, AND MISREPRESENTATION**

- 4.1. JHESS may verify any information submitted, directly or through authorised third parties.
- 4.2. Fraud, misrepresentation or omission (whether intentional or negligent) constitutes a Material Breach and may result in:

- a. Rejection of the application;
- b. Immediate termination of the Bursary;
- c. Repayment of funds disbursed;
- d. Civil recovery proceedings and/or referral for criminal investigation.

## **5. REQUIRED DOCUMENTATION**

- 5.1. The Applicant must provide all required documents, including but not limited to:
  - a. Certified SA ID or passport;
  - b. Proof of household income;
  - c. Academic transcripts or results;
  - d. Proof of registration or acceptance
  - e. Proof of residence;
  - f. Any other documentation reasonably required by JHESS.
- 5.2. Failure to supply documents may result in delays or rejection.

## **6. ASSESSMENT AND SELECTION**

- 6.1. Meeting eligibility criteria does not create a right to funding.
- 6.2. Selection is based on financial need, academic merit, conduct and available resources.
- 6.3. Decisions of the JHESS Bursary Committee are final, subject only to any internal appeal process that JHESS may allow.
- 6.4. JHESS shall apply these Terms and Conditions consistently and in good faith, subject to the availability of funds and applicable law.

## **7. RESPONSIBILITIES OF FUNDED APPLICANTS**

A funded Applicant must:

- 7.1. Maintain satisfactory academic performance as determined by JHESS;
- 7.2. Submit academic results when requested;
- 7.3. Notify JHESS promptly of any change in academic status, institution, financial circumstances or receipt of other funding;
- 7.4. Conduct themselves in a manner that does not bring JHESS into disrepute.

## **8. USE OF FUNDS**

- 8.1. Bursary funds may only be used for approved educational purposes.
- 8.2. JHESS may pay funds directly to an Accredited Institution or service provider.
- 8.3. Misuse of funds constitutes a Material Breach and may result in termination and recovery.

## **9. CONTINUED ELIGIBILITY REVIEWS**

- 9.1. JHESS may conduct periodic reviews of:
  - a. Academic performance;
  - b. Conduct;
  - c. Financial circumstances;
  - d. Compliance with these Terms and Conditions.
- 9.2. Funding may be adjusted or withdrawn based on these reviews.

## **10. POPIA AND DATA PROTECTION**

- 10.1. JHESS will process personal information lawfully, fairly and transparently in accordance with POPIA.
- 10.2. Personal information may be processed for:
  - a. Application assessment;
  - b. Verification and due diligence;
  - c. Administration, auditing and reporting;

- d. Legal and regulatory compliance.
- 10.3. Information may be shared with Accredited Institutions, verification service providers, donors (on a minimal and need-to-know basis) and where required by law.
- 10.4. JHESS will implement reasonable technical and organisational safeguards to protect personal information.
- 10.5. Applicants have the right to access, correct or object to processing of their personal information in accordance with POPIA and PAIA.
- 10.6. Personal information will be retained only for as long as is reasonably necessary to fulfil the purposes set out in these Terms and Conditions, including auditing, reporting and legal compliance, after which it will be securely destroyed or de-identified.
- 10.7. JHESS may require additional consent or notices where processing activities change or where required by law.

## **11. NO GUARANTEE OF RENEWAL**

- 11.1. Award of a Bursary does not guarantee renewal. Continuation is subject to performance, compliance, financial need and availability of funds.
- 11.2. Applicants are expected to reapply for Funding annually.

## **12. TERMINATION**

- 12.1. JHESS may terminate a Bursary immediately upon written notice if the Applicant:
  - a. Breaches these Terms and Conditions;
  - b. Provides false or misleading information;
  - c. Fails to meet academic requirements;
  - d. Engages in misconduct or unlawful behaviour;
  - e. No longer meets eligibility criteria.
- 12.2. Termination does not affect JHESS's right to recover funds or claim damages.
- 12.3. JHESS reserves the right, subject to applicable law, to terminate or suspend a Bursary due to budgetary constraints, donor requirements or organisational necessity, and shall not be obliged to provide reasons beyond written notice where reasonably possible.

## **13. INDEMNITY**

- 13.1. The Applicant indemnifies and holds JHESS harmless, to the extent permitted by law, against any loss, damage, liability, or expense arising from:
  - a. Breach of these Terms and Conditions;
  - b. Misrepresentation;
  - c. Misuse of funds;
  - d. Unlawful or negligent conduct by the Applicant.

## **14. LIMITATION OF LIABILITY**

- 14.1. To the maximum extent permitted by South African law, JHESS shall not be liable for any indirect or consequential damage or loss and shall not be liable for direct loss except where such loss arises from JHESS's fraud, wilful misconduct or gross negligence.
- 14.2. JHESS's total liability, if any, shall not exceed the value of the Bursary awarded.
- 14.3. Nothing in these Terms and Conditions limits or excludes liability arising from fraud, wilful misconduct, or gross negligence to the extent that such limitation or exclusion is not permitted under South African law.

## **15. ELECTRONIC COMMUNICATIONS AND SIGNATURES**

- 15.1. These Terms and Conditions may be accepted electronically and are enforceable in terms of the Electronic Communications and Transactions Act 25 of 2002.

**16. GOVERNING LAW AND JURISDICTION**

- 16.1. These Terms and Conditions are governed by the laws of the Republic of South Africa.
- 16.2. The parties consent to the exclusive jurisdiction of the Magistrates' Court of South Africa having jurisdiction over the Applicant, notwithstanding that the amount in dispute may exceed the monetary jurisdiction of that court.

**17. GENERAL**

- 17.1. If any provision is found invalid or unenforceable, the remaining provisions remain effective.
- 17.2. JHESS may unilaterally amend these Terms and Conditions as deemed necessary from time to time, provided that such amendments do not apply retrospectively to Funding already awarded unless required by law.
- 17.3. No waiver is effective unless in writing.
- 17.4. These Terms and Conditions constitute the entire agreement between JHESS and the Applicant relating to the Bursary and supersede all prior representations, communications, or understandings.
- 17.5. Any notice required in terms of these Terms and Conditions may be given electronically to the contact details provided by the Applicant.

**18. DECLARATION AND CONSENT**

By signing or submitting electronically, the Applicant confirms that they:

- 18.1. Have read and understood these Terms and Conditions;
- 18.2. Agree to be bound by them;
- 18.3. Consent to lawful processing of personal information;
- 18.4. Understand that funding is discretionary.

**APPLICANT SIGNATURE**

Signature: \_\_\_\_\_  
Full Name: \_\_\_\_\_  
ID Number: \_\_\_\_\_  
Date: \_\_\_\_\_