

STUDENT STUDY AGREEMENT

Made and entered into by and between:

LIMPOPO CHEFS ACADEMY
(Registration Number 2014/163417/07)
(Hereinafter referred to as the "LCA" and/or "Training Provider")

And

KHONO MALATJI

FULL NAMES AND SURNAME OF TRAINEE/STUDENT

9709245355083

ID NUMBER OF TRAINEE/STUDENT

(Hereinafter referred to as "the Trainee" and/or "Student")

for the following qualification;
(Please select the relevant course applied for with an "X" and initial)

K.M R

INITIAL

1. Occupational Certificate: Chef Grande Qualification – 36 Months;
2. Professional Patisserie (Pastry) Qualification – 24 Months;
3. Introduction to Professional Cookery and the Hospitality Industry Qualification – 10 Months

PREAMBLE

WHEREAS LCA has been accredited by QCTO (Quality Council for Trades and Occupations) and CITY & GUILDS to conduct the training (theoretical, practical & experiential), of the trainee, resulting in the certification of the trainee after completion of the selected qualification, provided that the trainee achieves the minimum outcomes, in order to be certified competent.

AND WHEREAS the LCA is the Training Provider to train the Trainee for the purpose aforesaid.

AND WHEREAS the Trainee intends registering for the qualification for the purpose aforesaid.

NOW THEREFORE THE PARTIES BEING ALL THE SIGNATORIES HERETO, ANY REFERENCE TO "TRAINEE" AND/OR "STUDENT" TO INCLUDE SUCH SIGNATORIES FOR THE PURPOSES OF LIABILITY IN TERMS OF THIS AGREEMENT, AGREE AS FOLLOWS:

1. TRAINEE

1.1. The Trainee acknowledges that he/she has attained the following minimum criteria for enrolment as a trainee;

1.1.1. Must be 17 years of age or older;

1.1.2. Must be in possession of a Grade 10 qualification or higher

1.2. The training, in respect of the qualification applied for and selected on page 1 of this agreement, shall take place over a period of:

1. Occupational Certificate: Chef Grande Qualification - 36 months;

2. Professional Patisserie (Pastry) Qualification - 24 Months;

3. Introduction to Professional Cookery and the Hospitality Industry - 10 months;

The Trainee acknowledges that he/she is available for the full period of the training.

1.3. By virtue of the rigorous nature of the training for the qualifications, the Trainee confirms that he/she is physically fit as at the date of signature of this agreement. Moreover, the Trainee (if feminine) acknowledges that she is not pregnant.

2. TRAINING

2.1. The Training Provider undertakes to provide training to the Trainee in accordance with the standardized training manuals in respect of the course applied for and selected, on page 1 of this agreement, being;

1. Occupational Certificate: Chef Grande Qualification - 36 months

2. Professional Patisserie (Pastry) Qualification - 24 Months

3. Introduction to Professional Cookery and the Hospitality Industry - 10 months

(hereinafter referred to as "the training"), subject generally to the terms of this

Agreement, and subject specifically to the agreement concluded between the LCA and the Workplace Experiential Learning Provider for the purpose aforesaid.

2.2. Provided that the Trainee achieves the minimum standards set, he/she will receive the relevant qualification, issued by QCTO and/or City & Guilds and/or LCA, as per the course applied for and selected, on page 1 of this agreement, being;

1. Occupational Certificate: Chef Grande Qualification

- QCTO Occupational Trade Certificate: Chef (SAQA ID: 101697)
- City & Guilds Certificate (7107-202)
- City & Guilds Certificate in Food Safety (7107-202)

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INITIALS

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*All signatories on agreement

- City & Guilds Diploma in Food Preparation and Culinary Arts (8064-01)
 - City & Guilds Advanced Diploma in Culinary Arts and Supervision (8064-06)
- 2. Professional Patisserie (Pastry) Qualification**
- City & Guilds Diploma in Food Preparation & Culinary Arts – Patisserie (8064-02)
 - City & Guilds Certificate in Food Safety (7107-202)
- 3. Introduction to Professional Cookery and the Hospitality Industry Qualification**
- City & Guilds Certificate (7107-22)
 - City & Guilds Certificate in Food Safety (7107-202)
- 2.3.** The LCA uniforms, knife set & pastry kit are compulsory; such uniform is to be worn throughout the training, including the Workplace Experiential Learning. The Trainee shall be provided with the following (against payment of the additional amounts mentioned herein later):
- 2.3.1.** Two basic chef jackets;
 - 2.3.2.** Two pairs of chef trousers (blue and white checked);
 - 2.3.3.** Two aprons;
 - 2.3.4.** Two skull caps;
 - 2.3.5.** Two neckties;
 - 2.3.6.** One pair of safety shoes;
 - 2.3.7.** One formal tie/scarf (tie for men and scarf for ladies);
 - 2.3.8.** One name badge;
 - 2.3.9.** Two golf shirts;
 - 2.3.10.** One winter jacket;
 - 2.3.11.** Two deck-scrub t-shirts;
 - 2.3.12.** One knife set and plastic toolbox; (6-piece set for Introduction Qualification; 8-piece set for Chef Grande and Pastry Qualifications)
 - 2.3.13.** Pastry kit (only applicable to Pastry Qualification);
 - 2.3.14.** 3rd year additional uniform (only applicable to Occupational Chef Grande Qualification when commencing with the 3rd year)
- 2.4.** The Trainee shall be provided with a Portfolio of Evidence – which is to contain all written work of the trainee and copies of the competency records and progress reports. It is the duty of the trainee to ensure that the Portfolio of Evidence is kept up to date and signed by the Training provider and/or Workplace Experiential Learning Provider when and where necessary as indicated in the Portfolio of Evidence. The Portfolio of Evidence is to be kept with the LCA at all times during the training.

3. FEES (TUITION FEES / STUDY FEES / ADDITIONAL FEES)

- 3.1.** The Trainee/Student and all the signatories hereto, being liable as co-principal debtors *in solidum* for the purposes of this agreement and especially for payment, are responsible for the payment of all tuition fees to the Training provider, as per the tuition fee structure for each relevant qualification as below.
- 1.** Occupational Certificate: Chef Grande Qualification – **Refer to page 4**
 - 2.** Professional Patisserie (Pastry) Qualification – **Refer page 5**
 - 3.** Introduction to Professional Cookery and the Hospitality Industry Qualification – **Refer to page 6**

1. OCCUPATIONAL CERTIFICATE: CHEF GRANDE QUALIFICATION – 36 MONTHS

1st YEAR TUITION FEE – R70 600.00 (seventy thousand six hundred rand) Excl. Uniform & Knife Set

Option A: Once-off payment

- R66 500.00 (sixty six thousand five hundred rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R8 500.00 (eight thousand five hundred rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R6 900.00 (six thousand nine hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Uniform & Knife Set:

Once-off payment – R7 000.00 (seven thousand rand). Payable within 30 days before the commencement/start date of the training. As per Clause 2.3, only payable in first year of studies. All additional uniforms at own cost.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

2nd YEAR TUITION FEE – R53 300.00 (fifty three thousand three hundred rand) Excl. Uniform

Option A: Once-off payment

- R50 000.00 (fifty thousand rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R6 500.00 (six thousand five hundred rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R5 200.00 (five thousand two hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

3rd YEAR TUITION FEE – R42 400.00 (forty two thousand four hundred rand) Excl. Uniform

Option A: Once-off payment

- R39 500.00 (thirty nine thousand five hundred rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R5 500.00 (five thousand five hundred rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R4 100.00 (four thousand one hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Uniform:

Once-off payment – R1 500.00 (one thousand five hundred rand). Payable within 30 days before the commencement/start date of the training. As per Clause 2.3, only payable for third year of studies. All additional uniforms at own cost.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

EXAMPLE: Monthly Fees Schedule – JANUARY / JULY INTAKE

Fee	1	2	3	4	5	6	7	8	9	TOTAL
JAN/JUN	1 st Feb/ 1 st Jul	1 st Mar/ 1 st Aug	1 st Apr/ 1 st Sep	1 st May/ 1 st Oct	1 st Jun/ 1 st Nov	1 st Jul/ 1 st Dec	1 st Aug/ 1 st Jan	1 st Sep/ 1 st Feb	1 st Oct/ 1 st Mar	
Deposit R8 500 & Uniform R7 000	R6 900	R70 600								
Monthly fees are due up front, before the 7th of every month										

2. PROFESSIONAL PATISSERIE (PASTRY) QUALIFICATION – 24 MONTHS

1st YEAR TUITION FEE – R69 200.00 (sixty nine thousand two hundred rand) Excl. Uniform, Knife Set & Pastry Kit

Option A: Once-off payment

- R65 500.00 (sixty five thousand five hundred rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R8 000.00 (eight thousand rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R6 800.00 (six thousand eight hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Uniform, Knife Set & Pastry Kit:

Once-off payment – R8 000.00 (eight thousand rand). Payable within 30 days before the commencement/start date of the training. As per Clause 2.3, only payable for first year of studies. All additional uniforms at own cost.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

2nd YEAR TUITION FEE – R69 200.00 (sixty nine thousand two hundred rand) Excl. Uniform

Option A: Once-off payment

- R65 500.00 (sixty five thousand five hundred rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R8 000.00 (eight thousand rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R6 800.00 (six thousand eight hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

EXAMPLE: 1st Year Monthly Fee Schedule – JANUARY / JULY INTAKE

Fee	1	2	3	4	5	6	7	8	9	TOTAL
JAN/JUN	1 st Feb/ 1 st Jul	1 st Mar/ 1 st Aug	1 st Apr/ 1 st Sep	1 st May/ 1 st Oct	1 st Jun/ 1 st Nov	1 st Jul/ 1 st Dec	1 st Aug/ 1 st Jan	1 st Sep/ 1 st Feb	1 st Oct/ 1 st Mar	
Deposit R8 000 & Uniform R8 000	R6 800	R69 200								
Monthly fees are due up front, before the 7th of every month										

**3. INTRODUCTION TO PROFESSIONAL COOKERY AND THE HOSPITALITY INDUSTRY –
10 MONTHS**

1st YEAR TUITION FEE – R40 100.00 (forty thousand one hundred rand) Excl. Uniform & Knife Set

Option A: Once-off payment

- R37 500.00 (thirty seven thousand five hundred rand). Payable within 30 days before the commencement/start date of training.

Option B: Monthly payment

- Deposit – R5 000.00 (five thousand rand). Payable within 30 days before the commencement/start date of training.
- 9 Consecutive monthly fees – R3 900.00 (three thousand nine hundred rand) per month.
Monthly fees are payable in advance before the 7th of every month.

Uniform & Knife Set:

Once-off payment – R6 000.00 (six thousand rand). Payable within 30 days before the commencement/start date of the training. As per Clause 2.3, only payable for first year of studies. All additional uniforms at own cost.

Any indulgence not to detract from the rights of the LCA in terms of clause 5

EXAMPLE: Monthly Fee Schedule – JANUARY / JULY INTAKE

Fee	1	2	3	4	5	6	7	8	9	TOTAL
JAN/JUN	1 st Feb/ 1 st Jul	1 st Mar/ 1 st Aug	1 st Apr/ 1 st Sep	1 st May/ 1 st Oct	1 st Jun/ 1 st Nov	1 st Jul/ 1 st Dec	1 st Aug/ 1 st Jan	1 st Sep/ 1 st Feb	1 st Oct/ 1 st Mar	
Deposit R5 000 & Uniform R6 000	R3 900	R40 100								
Monthly fees are due up front, before the 7th of every month										

- 3.2. The Student will not be registered for exams (theory and practical) if the Student's tuition fee is not paid up in full, irrespective of the year of studies. All tuition fees for the current year must be paid up before exams. With regards to the LCA 2 (two) and 3 (three)-year qualifications, should the first (1st)-year tuition fee not be paid up, this will result in the trainee to not continue with the 2nd/3rd (second/third) year of studies. The trainee can continue with studies as soon as the account has been settled.
- 3.3. The LCA has the right to place the Student's studies on hold should the account fall behind, without prejudice to any of the rights of the LCA in terms of this agreement.
- 3.4. The Student shall not be entitled to leave for the duration of the qualification, other than in terms of clause 3.6 below.
- 3.5. All the signatories hereto choose as their respective domicilium citandi at executandi for the service of all processes and notices the addresses set out in the paragraph which he/she completed his or her particulars including the email addresses and fax numbers, the particulars of the LCA being those indicated below the signature on behalf of the LCA.
- 3.6. In the event the Student submits a request to place his/her studies on hold for acceptable medical, financial or family responsibility reasons, the on-hold period will not exceed 6 (six) months. In the event that the Student's studies resume in a new school year after being placed on hold, then that year's fees, when studies resume, will be applicable.

3.7. CANCELLATION

IF BY ANY MEANS THE STUDENT WISHES TO DROP OUT OF THE QUALIFICATION, THE TRAINEE/STUDENT AND ALL SIGNATORIES HERETO, WILL REMAIN RESPONSIBLE TO PAY THE FULL OUTSTANDING FEES FOR THE ANNUM (THE TUITION FEE HAS TO BE PAID IN FULL!) AS PER THE BALANCE DUE AND PAYABLE ON THE STATEMENT OF ACCOUNT.

3.8. PARTICULARS OF THE TRAINEE/STUDENT:

Student Full Names:	KHONO	Student ID Number:	9709245355083
MARITAL STATUS:			
<input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widower <input type="checkbox"/> Widow <input type="checkbox"/> In Community <input type="checkbox"/> Out of Community			
Residential Address:			
1756 ZONE 3 Seshego 0742			
Postal Address:			
1756 ZONE 3 Seshego 0742			
Fax number:	N/A	Email address:	khanomalatji@gmail.com
Telephone numbers: (H)	N/A	(W)	N/A
(C) 060 887 3223			
Has your estate ever been sequestrated, placed under administration or debt review before? YES/NO If YES, attach copy of Court Order: NO			

3.9 PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT AND FIRST CO-SIGNATORY AND LIABLE PERSON AS CO-PRINCIPAL DEBTOR IN SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT:

Full Names:	Limpopo Chefs Academy	ID Number:	
MARITAL STATUS:			
<input checked="" type="checkbox"/> Never Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widower <input type="checkbox"/> Widow <input type="checkbox"/> In Community <input type="checkbox"/> Out of Community			
Residential Address:			
923 ZONE 4 SESHEGO 0742			
Postal Address:			
1752 ZONE 3 SESHEGO			
Fax number:	N/A	Email address:	N/A
Telephone numbers: (H)	N/A	(W)	N/A
(C) 082 397 8885			
Has your estate ever been sequestrated, placed under administration or debt review before? YES/NO If YES, attach copy of Court Order: NO			
Relationship to Trainee: SON			

3.10 SECOND CO-SIGNATORY AND LIABLE PERSON AS CO-PRINCIPAL DEBTOR IN SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT:

Full Names: _____ ID Number: _____

MARITAL STATUS:

Never Married Divorced Widower Widow In Community Out of Community

Residential Address: _____

Postal Address: _____

Fax number: _____ Email address: _____

Telephone numbers: (H) _____ (W) _____ (C) _____

Has your estate ever been sequestrated, placed under administration or debt review before? YES/NO
If YES, attach copy of Court Order: _____

Relationship to Trainee: _____

3.11 THIRD CO-SIGNATORY AND LIABLE PERSON AS CO-PRINCIPAL DEBTOR IN SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT:

Full Names: _____ ID Number: _____

MARITAL STATUS:

Never Married Divorced Widower Widow In Community Out of Community

Residential Address: _____

Postal Address: _____

Fax number: _____ Email address: _____

Telephone numbers: (H) _____ (W) _____ (C) _____

Has your estate ever been sequestrated, placed under administration or debt review before? YES/NO
If YES, attach copy of Court Order: _____

Relationship to Trainee: _____

- 3.12** The Student undertakes to immediately notify the LCA in writing of any change to the information in this agreement. All and/or any signatory/ies to this agreement warrant, guarantees and represents firstly that the Student is legally entitled to conclude this agreement, secondly that they are duly authorized by the Student to conclude this agreement on its behalf, thirdly that all information furnished in this document and in support thereof, is true and correct being the basis upon which the LCA considered entering into this agreement and fourthly bind themselves jointly and severally as sureties and co-principal debtors *in solidum* with the Student unto and in favour of the LCA, its order or assigns for the due and proper fulfilment of all the obligations of and the punctual payment of all sums due in terms of this agreement.
- 3.13** Payment terms are strictly EFT (electronic fund transfer)/cash as per the fee schedules referred to on pages 4, 5 and 6. The Student hereby acknowledges that should any payment not be made on the due date, the full amount owing by the Student to the LCA shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due.
- 3.14** The Student agrees herewith to pay interest on all overdue amounts at the prescribed mora interest rate per annum compounded and calculated as from date of service of Summons to date of payment. This application for credit does not constitute a credit agreement in terms of the National Credit Act No 34 of 2005. More specifically, it is recorded that the parties did not explicitly or tacitly or by implication, agree on discount, interest, fees or levies on unpaid, due and payable on arrear amounts, which is hereby excluded.
- 3.15** In the event of the LCA having to instruct its attorney to collect any amounts, all legal fees, collection charges, tracing agents' fees, party costs as well as attorney and own client costs on the basis of such attorney's usual or customary prices or then current tariffs, shall be borne by the Student from the date of such instruction, whether the legal proceedings are commenced or not, and all payments made shall firstly be allocated towards such fees, costs and charges, thereafter to interest and thereafter only to capital. The signatories to this agreement warrants that they understand that the charges of legal fees on the above basis is a higher scale than that of party and party and attorney and client and they warrant that they understand the meaning thereof and consent thereto.
- 3.16 SEVERABILITY**
If any clause or term of this agreement should be invalid, unenforceable or illegal, then the remaining terms and provisions of this agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability or irregularity goes to the root of this agreement.
- 3.17** Should the Student be of the opinion that incorrect debits were raised, the Student shall query before the day designated for payment, such debits by means of a written reconciliation, failing which all debits appearing on the invoice/statement of account shall be deemed to be correct and lawfully raised. Despite such queries the Student will be obliged to make payment as provided for herein.
- 3.18** The applicable Law regarding this agreement is the Law of the Republic of South Africa. The Trainee/Student consents to the jurisdiction of the Magistrates Court and/or Regional Court, for any claim, action or application which the LCA may bring against the Consumer, the LCA reserving its right to nevertheless approach the High Court.

4. ATTENDANCE OF THEORETICAL AND PRACTICAL TRAINING

- 4.1.** The trainee is required to attend a minimum of 90% of all their theoretical and practical training in the absence of a duly issued medical certificate. If the Student's attendance does not meet these minimum requirements, it will result in the Student having to drop out of the qualification as he/she will not be permitted to sit for final exams.
- 4.2.** Should the trainee absent himself/herself for a period of more than three days without a duly issued medical certificate, the trainee will be assumed to have abandoned his/her training and the necessary steps and action will be taken.
- 4.3.** The LCA and the Workplace Experiential Learning Provider shall have the right to exclude the Trainee from any training or practical sessions for failure by the trainee to comply with any rules imposed by the LCA or the Workplace Experiential Learning Provider.

4.4. RULES AND CODE OF CONDUCT

- 4.4.1.** The Trainee shall attend theoretical and practical training on time as per scheduled rosters.
- 4.4.2.** The Trainee shall wear the correct uniform at all times, which uniform shall be clean at the beginning of each day of training. In addition, the Trainee shall:
 - 4.4.2.1.** ensure that he /she maintains impeccable personal hygiene, including clean and neat hair at all times;
 - 4.4.2.2.** wear a clean uniform each day and refrain from smoking and drinking alcohol whilst in uniform;
 - 4.4.2.3.** wear clean closed safety shoes;
 - 4.4.2.4.** wear no jewellery, including watches, rings and earrings, except for earring studs which are acceptable.
- 4.4.3.** The Trainee shall have his/her attendance register signed each day by the Training provider / Workplace Experiential Learning Provider.
- 4.4.4.** The Trainee accepts that neither the LCA nor the Workplace Experiential Learning Provider shall accept any liability for any negligence of the Trainee during the training, including any personal injury suffered by the Trainee; please refer to indemnity document signed during induction week.
- 4.4.5.** The Trainee shall adhere to the health and safety regulations which govern the Training provider and the Workplace Experiential Learning Provider respectively, and shall at all times adhere to the codes of conduct of the aforesaid.
- 4.4.6.** Zero Tolerance for any cheating, theft, illegal or criminal activities whilst a student of the LCA and at workplace experiential learning (theft, drug abuse, etc). These actions will result in immediate suspension and possible expulsion from the LCA.

4.5. WORKPLACE EXPERIENTIAL LEARNING

- 4.5.1.** Whilst busy with workplace experiential learning, the Trainee agrees that he/she may be required to attend for unusual and irregular hours, over weekends, on public or religious holidays.

4.5.2. During such workplace experiential learning, the Trainee shall fall under the supervision of the Chef in charge, manager and/or supervisor of the Workplace Experiential Learning Provider, and shall be required to carry out all reasonable tasks and instructions. The Trainee shall, however, remain subject at all times to the applicable terms and conditions of this agreement.

4.5.3. The Trainee shall not receive remuneration for any tasks/training performed or instructions carried out during workplace experiential learning.

4.5.4. No trainee shall be allowed to dismiss him/herself from any workplace experiential learning without the written confirmation by both the Training provider and the Workplace Experiential Learning Provider's Head/Executive Chef / Supervisor / Owner. Should the Trainee dismiss him/herself from workplace experiential learning without written confirmation, actions will be taken which may lead to expulsion from studies and the LCA.

4.5.5. Should the trainee absent himself/herself for a period of more than three days without a duly issued medical certificate, the trainee will be assumed to have abandoned his/her training and the necessary steps and action will be taken.

4.5.6. The Workplace Experiential Learning Provider will be automatically allocated and the Trainee shall not have the right to choose a preferred provider of choice, unless otherwise agreed, or if a provider falls outside the border of the Limpopo Province. Requests for workplace experiential learning outside the Limpopo Province will be considered at the sole discretion of the training provider, but cannot be guaranteed. No workplace experiential learning outside the borders of South Africa will be allowed.

4.5.7. During workplace experiential learning, any issues / problems should be communicated with the LCA immediately for policies and procedures to take place to rectify the issue / problem. Examples of issues / problems are: harassment, racism, training hours, sleeping conditions, meal issues, etc).

4.5.8. The Trainee shall be issued with a compulsory workplace experiential learning activity logbook for each training session attended / allocated during each year of study/ies.

Upon completing each workplace experiential learning session, the Trainee will be requested to hand in the completed and signed (by head chef / supervisor / manager / owner) logbook no later than one week after returning back to the LCA. Failure to do so will result in the practical session to be null and void which may lead to not completing the qualification.

4.5.9. Travelling expenses to and from the Training provider (LCA), to and from the Workplace Experiential Learning Provider is at the Student's own cost.

5. GENERAL

- 5.1.** The parties undertake to execute all and or any acts necessary or ancillary to execute properly the terms of this agreement;
- 5.2.** This agreement is the full and complete agreement between the parties and no guarantees, representations or other terms or conditions of whatsoever nature not herein contained, will be binding on the parties;

- 5.3. No amendment of the terms or conditions of this agreement or any direct cancellation thereof between the parties will have any legal effect whatsoever if not reduced to writing and signed by all the parties that are signatories hereto or their duly authorized representatives;
- 5.4. No concession, indulgence or leniency granted by the one party (hereinafter referred to as "the grantor") to the other ("the recipient"), will be construed as abandonment by the grantor of any of his rights and the grantor will not be prevented to execute any of his rights against the recipient, whether they originated in the past or will originate in the future; and
- 5.5. All signatories hereto guarantee to the LCA that all forms of consent required in terms of the Matrimonial Property Act 88 of 1984, have been duly and properly given. A signatory who is married warrants, guarantees and represents that if no consent from the spouse of such signatory has been obtained or is required, then and in that event the signing of this agreement is performed by such signatory as part of the ordinary course of such signatory's profession, trade or business.
- 5.6. The Trainee consents to the use by the LCA, whether in the past, present or future, of his or her image, name and biographical details on case-studies to be placed on the LCA Website and Social Media Platforms as well as in other future publications and promotional materials of the LCA and their affiliates (including without limitation, posters, websites, PR stories, brochures and fliers).

6. DOWNGRADING / UPGRADING OF QUALIFICATION

- 6.1 The LCA has the right to downgrade the Trainee's qualification due to poor performance, not adhering to the LCA policies and procedures, poor practical training performance and poor marks (but are not limited to). Constructive counselling sessions will be held with the Trainee during this process.
- 6.2 Should a Trainee wish to change from full time studies to part time studies, each case will be assessed individually based on student performance and current situation. The LCA reserves the right to deny the request.
- 6.3 Should the Trainee wish to downgrade or upgrade his/her qualification, the necessary documents must be obtained from the LCA and completed by all signatories on the agreement as well as the person responsible for payment of the account. This needs to be done 3 (three) months prior to final examination date in order to remain on the current agreement. This request should be submitted directly to campus management via e-mail: support@limpopochefs.co.za
- 6.4 There will be a once-off transfer fee charged if the Trainee wishes to upgrade their qualification. This fee will be calculated based on the yearly difference in price between the qualifications.
- 6.5 A pro-forma invoice for the transfer fee will be issued once the upgrade request has been received. The pro-forma invoice must be signed and sent back for processing. Full payment of the transfer fee is required before the Student can start with the new qualification.
- 6.6 Should the Trainee wish to downgrade his/her studies to a lower qualification, there will be no refund on the current course fee enrolled in. No monies will be paid back with regards to the difference of tuition fees. A downgrade fee will be charged to process the downgrade in qualification. The necessary documents must be obtained from the LCA and

completed by all signatories on the agreement as well as the person responsible for payment of the account.

7. RE-WRITE / RE-ASSESSMENT FEES

- 7.1.** The Trainee is required to achieve a minimum of 50% for Theory Tests. If 50% is not achieved, the Trainee will be charged for a compulsory re-write.

Applicable charge – R450.00 per test

- 7.2.** The Trainee is required to achieve a minimum of 70% for Theory Tasks. If 70% is not achieved, the Trainee will be charged for a compulsory re-submission.

Applicable charge – R450.00 per task

- 7.3.** The Trainee is required to achieve a minimum average of 60% for Theory Tests and Tasks combined, for the year, in order to be found competent to write year end Final In-House exams.

- 7.4.** The Trainee is required to achieve a minimum of 70% for all Practical Assessments (Formative and Summative). If 70% is not achieved, the Trainee will be charged for a compulsory re-cook of the course(s) failed.

Applicable charge – R500.00 per course

- 7.5.** If it has been determined that Recipe Planning Forms (RPF) are the cause of the fail for Practical Assessments, the Trainee will be charged for a compulsory re-submission.

Applicable charge – R450.00 per RPF

- 7.6.** The Trainee is required to achieve a minimum of 60% for Final In-House Theory Exam. If 60% is not achieved, the Trainee will be charged for a compulsory re-write.

Applicable charge – R650.00 per exam

7.7. CITY & GUILDS

- 7.7.1.** In order for the Trainee to qualify to write Final Theory Exams (E-VOLVE), the following is required:

- 60% or more for combined Test and Task theory mark for the year;
- 70% or more for all Practical Assessments (Formative and Summative);
- 60% or more for Final In-House Theory exam;
- Sufficient Logbook hours, as required for the year;
- POE Files complete, as required;
- Account payment up to date;

- 7.7.2.** The Trainee is required to achieve a minimum of 70% for Final City & Guilds Theory exams (E-VOLVE). If 70% is not achieved, the Trainee will be charged for a compulsory re-write.

Applicable charge – R4 500.00 per exam; or R6 000.00 combined for both exams, if failed in same year (Certificate/Diploma and Food Safety)

- 7.7.3.** The Trainee must be found competent in the Final City & Guilds Theory (E-VOLVE) exams in order to progress to the next year of studies. No exceptions.

7.8. TRADE TEST

7.8.1. In order for the Trainee to qualify for the Trade Test, the following is required:

- 60% or more for Test and Task Theory combined mark for the year;
- 70% or more for all Practical Assessments (Formative and Summative);
- 60% or more for Final In-House Theory exam;
- 70% or more for City & Guilds E-VOLVE Exam(s);
- 2700 Logbook hours for the duration of the qualification;
- POE files complete, as required;
- Account payment up to date;

7.8.2. The Trainee is required to achieve a minimum of 70% for the Trade Test Theory Task. If 70% is not achieved, the Trainee will be charged for a compulsory re-write.
Applicable charge – R3 500.00 per exam

7.8.3. The Trainee is required to achieve a minimum of 70% for the Trade Test Practical Task. If 70% is not achieved, the Trainee will be charged for a compulsory re-assessment.

Applicable charge – R6 000.00 per cooking exam

7.8.4. The Trainee will be given three attempts to pass the Trade Test Theory Exam and Practical Tasks. If the Trainee fails the third attempt, he/she will need to go through the ARPL programme, in order to obtain the qualification. Any gap closures will be charged at an additional cost, to be determined based on the required gap closures.

7.9. In the event of loss or damage to the Trainee's Certificate of Qualification after it has been issued, a fee will be charged for the reissuing of a certificate, as per City & Guilds / QCTO / LCA rates, at the time of reissue.

8. INDEMNITY AND LIABILITY

8.1 Neither the LCA nor the Workplace Experiential Learning Provider or any of its contracted training establishments, any official employee, representative or agent acting in his/her capacity as such, shall be liable for any damage arising out of:

8.1.1 the death, bodily harm (burns, knife cuts, etc.), injury while on training, loss of health or illness of any trainee howsoever caused;

8.1.2 the destruction of or damage to any property owned by or in the custody of any trainee howsoever caused;

8.2 The Trainee is not an employee of the Workplace Experiential Learning Provider and as such cannot make any claims with regards to COIDA (Compensation for Occupational Injury and Diseases Act).

8.3 The Trainee hereby indemnifies the LCA and the Workplace Experiential Learning Provider against any claim made against it or its contracted training establishments in respect of any damage caused by or to the Trainee.

8.4 The Trainee indemnifies the LCA and the Workplace Experiential Learning Provider, its official employees, representatives or agents as well as the training establishments, their employees, representatives or agents in respect of any claim which may be made against them by any third party as a consequence of any act or omission by the Trainee, howsoever arising.

9. SIGNATURES:

KHONO MALATJI

FULL NAMES & SURNAME
TRAINEE/STUDENT

18/11

SIGNATURE
TRAINEE/STUDENT

TRAINEE/STUDENT PERSONAL INFORMATION:

Identity Number: 9709245355083

Physical address: 1756 ZONE 3 Seshego 0742

Postal address: 1756 ZONE 3 Seshego 0742

Cell phone number: 060 887 3223

Home telephone number: _____

Email address: khonomaloti@gmail.com

Limpopo Chefs Academy

SIGNED AS WITNESS

SIGNED AT: Seshego on this 27 day of 07, 2021.

1. PERSON RESPONSIBLE FOR PAYMENT OF ACCOUNT AND FIRST CO-SIGNATORY

MALAZI MOJIAJI ROSE.

FULL NAMES & SURNAME

R.W. Dodge

SIGNATURE

SIGNED AS WITNESS

2. SECOND CO-SIGNATORY

FULL NAMES & SURNAME

SIGNATURE

SIGNED AS WITNESS

3. THIRD CO-SIGNATORY

FULL NAMES & SURNAME

SIGNATURE

SIGNED AS WITNESS

SIGNED AT: GESHEGO on this 27 day of 07, 2021.

LEARNER AGREEMENT 2021 (Copyright)

2

J.M
INITIALS

16 M.R.

**All signatories on agreement*

Reshotetswe Seturu

FULL NAMES & SURNAME

LIMPOPO CHEFS ACADEMY REPRESENTATIVE



SIGNATURE

LIMPOPO CHEFS ACADEMY REPRESENTATIVE - DULY AUTHORISED OFFICIAL

LIMPOPO CHEFS ACADEMY:

The Directors
82 Rabe Street
Mokopane
0600

Tel No: 015 491 1226

Email: info@limpopochefs.co.za

SIGNED AT: LCA PHK on this 28 day of July, 2021.

Limpopo Chefs Academy

SIGNED AS WITNESS

