

*All signatories on agreement

INITIALS

M.M R

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City & Date last signed
Date of signature
Name of Signatory
Email Address
Mobile Number
Ref/Ref ID: 101 301 123 232

LEARNER AGREEMENT 2021 (Copyright)

10 Months

3. Introduction to Professional Cookery and the Hospitality Industry Qualification –
2. Professional Patisserie (Pastry) Qualification – 18 Months;
1. Occupational Certificate: Grande Chef Qualification – 36 Months;

CHEF QUALIFICATIONS / PROGRAMMES

for the

Limpopo Chefs Academy

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

ID NUMBER:

990317 0147 082

FULL NAMES AND SURNAME

MOKWESE MAKGOTWANE MONYELA

And

(Hereinafter referred to as "LCA" and/or "Training Provider")

(Registration Number 2014/163417/07)

MOKOPANE CAMPUSES & POLOKWANE CAMPUSES

LIMPOPO CHEFS ACADEMY

Made and entered into by and between:

AGREEMENT

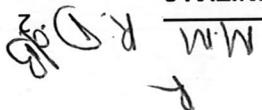
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City & Guilds No: 61640
 Version 2020/2021
 Page 201/202
 www.cityandguilds.com
 Ref ID: 0191225
 Enquiries: 01923 222222
 Learning & Development

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the Practical Training Provider for the purpose aforesaid.
 Agreement, and subject specifically to the agreement concluded between LCA and
 (hereinafter referred to as "the training"), subject generally to the terms of this
 (please X select relevant course applied for)

Introduction to Professional Catering and the Hospitality Industry - 10 months

Professional Catering - 18 Months

Occupational Certificate: Grande Chef Qualification - 36 months

With the standardized training manuals in respect of the chef course for the:

2.1. The Training Provider undertakes to provide training to the trainee in accordance

2. TRAINING

Moreover, the trainee (if female) acknowledges that she is not pregnant.
 confirms that he/she is physically fit as at the date of signature of this agreement.

1.3. By virtue of the rigorous nature of the training for the chef courses, the trainee

The trainee acknowledges that he / she is available for the full period of the
 (please X select relevant course applied for)

Introduction to Professional Catering and the Hospitality Industry - 10 months

Professional Catering - 18 Months

Occupational Certificate: Grande Chef Qualification - 36 months

1.2. The training in respect of the chef course shall take place over a period of:

criteria, proof of such minimum criteria.

1.1. The trainee acknowledges that he/she has attained the following minimum criteria
 for enrollment as a trainee in the course, refers to prospectus under minimum

1. TRAINEE

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

purpose aforesaid.

AND WHEREAS the trainee intends registering for the chef course for the

purpose aforesaid.

AND WHEREAS LCA is the Training Provider to train the trainee for the

Cooking (Chef) provided that the trainee achieves the minimum standards set.
 completion of the professional catering course of a qualification in Food Preparation and
 professional catering (Chef), resulting in the award to the trainee after
 and CITY & GUILDS to conduct the training (theoretical & practical) of the trainee in
 WHEREAS LCA has been accredited by QCTO (Quality Council for Trades and Occupations)

PREAMBLE

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3.5 CANCELLATION

IF BY ANY MEANS THE STUDENT WISHES TO DROP OUT OF THE PROGRAMME THE TRAINEE/APPLICANT AND ALL SIGNATORIES HERETO WILL REMAIN RESPONSIBLE TO PAY THE FULL TUITION FEE FOR THE ANNUM (THE TUITION FEE HAS TO BE PAID

IN FULL!!

3.4 All the signatories hereunto choose as their respective domicile 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 LCA being those indicated below the
signature on behalf of LCA;

3.4. The trainee shall not be entitled to leave for the duration of the course;

training at establishments is at the trainee's own cost;

3.3. Travelling expenses to and from the training provider (LCA), to and from practical

(two) months behind (non-payment).

LCA has the right to place the training studies on hold should the account fail soon as the account has been settled.

Year 1 tuition fees must 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 assessment has been settled.

With regards to LCA 2 (two) and 3 (three)-year qualifications, should the first (1st)-year students be paid up before exams.

The student will not be registered for exams (theory and practical) if the student tuition fee is not paid up in full irrespectively of the year of studies. All tuition fees

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

If once off payment is selected the discount amount of **R37 500.00** (thirty seven thousand five hundred rand) plus uniform amount of **R6 000.00** (six thousand rand) is payable before student commence with first year of study.

threemonthly instalments (January to September – for January intake) or (July to March – for July intake) of R3 900.00 (three

Rand), if not able to pay the full amount a deposit of R5 000.00 (five thousand rand) will be paid before student commence with studies and

**FIRST (1st) YEAR TUITION FEE of R40 100.00 (forty thousand one hundred
and year of studies)**

Once off Uniform fee of R6 000.00 (six thousand rand) - (payable in the first

DURATION - 10 MONTHS

INTRODUCTION TO PROFESSIONAL COOKERY AND THE HOTEL INDUSTRY

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

thousand and five hundred rand) is payable before student commence with studies

3.1.3. INTRODUCTION TO PROFESSIONAL COOKERY AND THE HOTEL INDUSTRY OPERATIONS

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*All signatories on agreement

Ch 6 Quills No 6469
Ver 4/15/2010
www.safeguards.co.za
Email: info@safeguards.co.za
Address: 101 122
Lapalope City, Durban

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Fax number: _____ Email address: R6S1EMH4G0E@GMAIL.COM

Telephone numbers: (H) _____ (W) _____ (C) 064 519 4633

Postal Address: P.O Box 1626 HOEDSPRUIT

Residential Address: 811 LORRAINE VILLAGE (MORARELENG)

Out of Community

Never Married Divorced Widower Widow In Community

MARITAL STATUS:

ID Number: 7611150255088

Full Names: ROELE TROST

3.6 CO-SIGNATORIES AND LIABLE PERSONS AS CO-PRINCIPAL DEBTORS IN SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT (1):

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

Telephone numbers: (H) _____ (W) _____ (C) 073 664 9811

Fax number: _____ Email address: LAINYRAK60ALE@GMAIL.COM

Postal Address: P.O Box 1626

Residential Address: UNIT D STRAND NO 456 MANKWENG

Out of Community

Never Married Divorced Widower Widow In Community

MARITAL STATUS:

ID Number: 99 0317 0147 082

Full Names: MGRWESEI MAKGOTWANE MONYELA

3.5 PARTICULARS OF THE TRAINEE/APPLICANT IF NATURAL PERSON:

R. M.M. INTIALS

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Out of Community

Never Married Divorced Widow In Community

MARITAL STATUS:

ID Number:

Full Names:

SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT (3)

3.8 CO-SIGNATORIES AND LIABLE PERSONS AS CO-PRINCIPAL DEBTORS IN

Relationship to trainee: _____

If YES, attach copy of Court Order: _____

Impofo Chefs Academy
Has your estate ever been sequestrated, placed under administration or debt review before?

YES/NO

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

Fax number: _____ Email address: _____

Postal Address: _____

Residential Address: _____

Out of Community

Never Married Divorced Widow In Community

MARITAL STATUS:

ID Number:

Full Names:

SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT (2)

3.7 CO-SIGNATORIES AND LIABLE PERSONS AS CO-PRINCIPAL DEBTORS IN

Relationship to trainee: MOTHER

If YES, attach copy of Court Order: _____

YES/NO

Has your estate ever been sequestrated, placed under administration or debt review before?

*All signatories on agreement

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MM R.

Copy & Quoted No: 061650
 WA 2010/2010
 Enquiry ref: 031 191 225
 Enquiry date: 03/09/2010
 Learner Details Academy

hereby excluded; interest, fees or levies on unpaid, due and payable on arrear amounts, which is that the parties did not explicitly or tacitly or by implication agree on discount, terms of the National Credit Act No 34 of 2005. More specifically, it is recorded inclusive. This application for credit does not constitute a credit agreement in date of letter of demand or service of summons to date of payment, both dates prescribed more interest rate per annum compounded and calculated as from

3.11

The Applicant agrees herewith to pay interest on all overdue amounts at the notwithstanding that any amount may, as at that date, not yet be due; immediately become due and payable without any notice of whatsoever nature, made on the due date, the full amount owing by the Applicant to the LCA shall be on request. The Applicant hereby acknowledges that should any payment not be determined by the LCA from time to time. The LCA's standard tariffs are available related services, will be in accordance with the standard tariffs of the LCA, as remuneration payable to the LCA by the trainee/applicant for the training and the LCA. In the absence of any written agreement to the contrary, the days from the date of invoice/statement or as otherwise agreed to in writing by payment terms are strictly effective (electronic fund transfer/cash within 07 (seven) days from the date of payment to the LCA in writing of any change to

of and the punctual payment of all sums due in terms of this agreement; of the LCA, its order or assigns for the due and proper fulfilment of all the obligations as sureties and co-principal debtors *in solidum* with the Applicant unto and in favour LCA will consider this application and forthwith bind themselves jointly and severally document and in support thereof, is true and correct being the basis upon which the conclude this agreement on its behalf, thirdly that all information furnished in this concilude this agreement, secondly that they are duly authorized by the Applicant to warrant, guaranteees and representations firstly that the Applicant is legally entitled to the information in this document. All and/or any signature/s to this agreement 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:

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

Fax number: _____ Email address: _____

Postal Address: _____

Residential Address: _____

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- comply with any rules imposed by LCA or the hospitality establishment.
trainee from any training or practical sessions for failure by the trainee to
4.2.1. LCA and the provider shall have the right to exclude the

4.2. TUTORING AND LECTURES

- terminate and be of no force and effect.
to have abandoned his/her training and this agreement shall automatically
days without a duly issued medical certificate, the trainee will be assumed
4.1.2. Should the trainee absent himself/herself for a period of more than three
and practical training in the absence of a duly issued medical certificate.
4.1.1. The trainee is required to attend a minimum of 90% of all their theoretical

4.1. ATTENDANCE OF THEORETICAL AND PRACTICAL TRAINING

- the High Court.
bring against the Consumer, the LCA reserving its right to nevertheless approach
and/or Regional Court, for any claim, action or application which the LCA may
Africa. The trainee/applicant consents to the jurisdiction of the Magistrates Court
The applicable Law regarding this agreement is the Law of the Republic of South
3.15
for herein;
Despite such queries the Applicant will be obliged to make payment as provided
invoiced/statement of account shall be deemed to be correct and lawfully raised.
means of a written reconciliation, failing which all debts appearing on the
Applicant shall query before the day designated for payment, such debts by
Should the Applicant be of the opinion that incorrect debts were raised, the
invalidity, unenforceability or irregularity goes to the root of this agreement.
severable therefore and shall continue in full force and effect unless such
then the remaining terms and provisions of this agreement shall be deemed to be
if any clause or term of this agreement should be invalid, unenforceable or illegal,

3.13 SEVERABILITY

- and they warrant that they understand the meaning thereof and consent thereto,
above basis is a higher scale than that of party and attorney and client
contract warrants that they understand that the charges of legal fees on the
thereafter to interest and thereafter only to capital. The signatories to this
payments made shall firstly be allocated towards such fees, costs and charges,
instruction, whether the legal proceeding are commenced or not, and all
then current tariffs, shall be borne by the Applicant from the date of such
and own client costs on the basis of such attorney's usual or customary prices or
legal fees, collection charges, tracing agents' fees, party costs as well as attorney
In the event of the LCA having to instruct its attorney to collect any amounts, all

3.12

*All signatories on agreement

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Contract No: 10000000000000000000
 Date: 20/04/2021
 Enrolment date: 20/04/2021
 Enrolment ref: 10000000000000000000
 Learning Objectives Academy

- 4.4.3. The trainee shall not receive remuneration for any tasks or duties performed during practical work / practical training.

- 4.4.2. During such practical training, the trainee shall fall under the supervision of the manager and/or supervisor of the hospitality establishment, and shall be required to carry out all reasonable tasks and instructions. The trainee shall, however, remain under the authority of LCA and will be subject at all times to these terms and conditions.

- 4.4.1. Whilst busy with practical training, the trainee agrees that he / she may be required to work unusual and irregular hours, over weekends, on public or religious holidays.

4.4. PRACTICAL TRAINING

- 4.3.5. The trainee shall adhere to the health and safety regulations which govern the Training Provider and hospitality establishment respectively, and shall at all times adhere to the codes of conduct of the aforesaid.

- 4.3.4. The trainee accepts that neither LCA nor the hospitality establishment / practical establishment shall accept any liability for any negligence of the trainee, please refer to indemnity document signed during induction week.

- 4.3.3. The trainee shall have his / her attendance register signed each day by the training provider / hospitality establishment / practical establishment.

- 4.3.2.1. Ensure that he / she maintains impeccable personal hygiene, including clean and neat hair at all times;
- 4.3.2.2. Wear a clean uniform each day and refrain from smoking and drinking alcohol whilst in uniform;
- 4.3.2.3. Wear clean closed safety shoes
- 4.3.2.4. Wear no jewellery, including watches, rings, earrings except for earrings studs which are acceptable.

- 4.3.2. 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 be clean and neat hair at all times;

- 4.3.1. The trainee shall attend theoretical and practical training on time.

4.3. REGISTRATION, RULES AND CODE OF CONDUCT

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herein contained, will be binding on the parties;
guarantees, representations or other terms or conditions of whatsoever nature not
5.2. This agreement is the full and complete agreement between the parties and no

execute properly the terms of this agreement;
5.1. The parties undertake to execute all or any acts necessary or ancillary to

5. GENERAL:

- 4.4.9. Travelling expenses to and from the training provider (LCA), to and from
back to LCA. Failure to do so will result in the practical session to be null and
void which may lead to not completing the qualification
manager / owner) activity logbook no later than one week after returning
requested to hand in the completed and signed (by head chef / supervisor /
Upon completing each practical training session, the trainee will be
practical training session allocated during each year of study/ies.
4.4.8. The trainee shall be issued with a workplace activity logbook for each

- working hours, sleeping conditions, meal issues, etc).
issue / problem. Examples of issues / problems are: harassment, racism,
with LCA immediately for policies and procedures to take place to rectify the
while on practical training, any issues / problems should be communicated
suspension and possible expulsion from studies and LCA.

- No practical training outside the borders of South Africa will be allowed.
Limpopo Province will be considered but can not be guaranteed.
Province. Requests for practical training falls outside the border of the Limpopo
otherwise agreed or if choose preferred establishment of choice unless
not have the right to dismiss him / herself from the training shall
Practical establishment will be automatically allocated and the trainee shall

- expulsion from studies and LCA.
without written confirmation, actions will be taken which may lead to
should the trainee dismiss him / herself from the hospitality establishment
Supervisor / Owner.
provider and the hospitality establishment's Head/Executive Chef /
establishment without the written confirmation by both the training

4.4.4. No trainee shall be allowed to dismiss him / herself from any hospitality

7.1.1 The death, bodily harm (burns, knife cuts, etc), injury while on duty, loss of health or illness of any trainee whatsoever caused;

7.1 Neither LCA nor the hospitality establishment or any of its contracted training capacity as such shall be liable for any damage arising out of: estabilishments, any official employee, representative or agent acting in his/her

7. INDEMNITY AND LIABILITY

with regards to the difference of tuition fees.

6.4 Should the trainee wish to downgrade his/her studies to a lower qualification there will be no refund on the current course fee enrolled. No monies will be paid back

situation. LCA reserves the right to deny the request.

6.3 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

This request should directly be submitted to campus management via email. responsible for trainee account 3 (three) months prior to final examination date. writing by the trainee and if a minor by his/her legal guardian / parent / person

6.2 Should the trainee wish to upgrade his / her qualification, this should be done in

held with the trainee during this process.

6.1 LCA has the right to downgrade the trainee qualification due to poor performance, not adhering to LCA policies and procedures, poor practical training performance and poor marks (but are not limited to). Constructive counselling sessions will be

6. DOWNGRADING / UPGRADING OF COURSE / QUALIFICATION

ordinary course of such signatory's profession, trade or business.

even though signing of this agreement is performed by such signatory as part of the from the spouse of such signatory has been obtained or is required, then and in that

signatory who is married warrants, guarantees and representations that if no consent

of the Matrimonial Property Act 88 of 1984, have been duly and properly given. A

5.5. All signatories hereto guarantee to LCA that all forms of consent required in terms

originate in the future; and

5.4. No concession, indulgence or leniency granted by the one party (hereinafter refer to any of his rights against the recipient, whether they originated in the past or will by the grantor of any of his rights and the grantor will not be prevented to execute as "the grantor") to the other ("the recipient"), will be construed as abandonment

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;

5.2. 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

INITIALS
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SIGNED AS WITNESS



2.

Email address: LAINYKARIGORLE@GMAIL.COM
 Home telephone number: _____
 Cell phone number: 073 664 9811
 Postal address: P.O Box 1626 HOFDERSPAAU
 Physical address: UNIT 9 STRAND NO 456 MATLUK WENQ
 Identity Number: 990311 0147 082
TR AINE:

TR AINE: (Full Name & Surname) _____
MORWEEL MAGWOTWANE MONYELA

8 SIGNATURES:

7.4 The trainee consents to the use by 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 in other future publications and promotional materials of LCA and/or CITY & GUILDS and / or QCTO (including without limitation, posters, websites, PR stories, brochures and files).

7.3 The trainee indemnifies LCA and the hospitality establishment, its official employees, representatives or agents as well as the training establishments to be made against them by any third party as a consequence of any act or omission by the trainee, howsoever arising.

7.2 The trainee hereby indemnifies LCA and the hospitality establishment against any claim made against it or its contracted training establishment in respect of any damage caused by or to the trainee.

7.1.2 The destruction of or damage to any property owned by or in the custody of any trainee howsoever caused.

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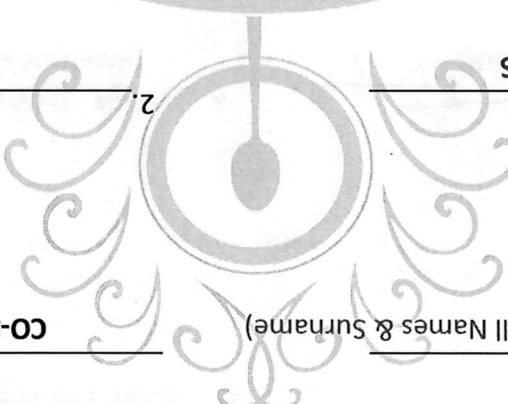
City & State No. 56450
Date 10/04/2021
Name: Tatyana Slobodcikova
Email: tatyana.slobodcikova@lca.org
Phone: 031 991 1232 ext.
Language: English

INITIALS

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SIGNED AT: _____ on this _____ day of _____ 20____

SIGNED AS WITNESS1. _____
2. _____**CO-SIGNATORY 3: (Full Names & Surname) CO-SIGNATORY 3: (Signature)***Limpopo Chefs Academy***SIGNED AS WITNESS**1. _____
2. _____**CO-SIGNATORY 2: (Full Names & Surname) CO-SIGNATORY 2: (Signature)****SIGNED AS WITNESS**1. _____
2. _____**CO-SIGNATORY 1: (Full Names & Surname) CO-SIGNATORY 1: (Signature)**

*All signatories on agreement

INITIALS R.
M.M.

Copy & Quarts No: 581640
Ver 1.0000100
Age 2014/07/01
www.limpopochefs.co.za
Toll-free 081 321 1226
Email: info@limpopochefs.co.za
Limpopo Chefs Academy

Limpopo Chefs Academy

SIGNED AS WITNESS

SIGNED AT: LCA _____
on this 1 day of Feb 2021

Email: info@limpopochefs.co.za
Tel No: 015 491 1226
0600
Molokopane
82 Raabe Street
The Directors
LIMPOPO CHEFS ACADEMY:

SIGNATURE OF DULY AUTHORISED OFFICIAL
LIMPOPO CHEFS ACADEMY REPRESENTATIVE (Signature)

LIMPOPO CHEFS ACADEMY REPRESENTATIVE (Full names & surname)

Daryl de Bruin

