

AGREEMENT

Made and entered into by and between:

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

And

MHLENGI MAKUMBILA
FULL NAMES AND SURNAME

0009235230084

ID NUMBER:

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

Limpopo Chefs Academy

for the

CHEF QUALIFICATIONS / PROGRAMMES

1. Grande Chef Qualification (Occupational Certificate: Chef) – 36 Months (3 Years);
2. Professional Patisserie (Pastry) Qualification – 18 Months;
3. Introduction: Professional Cookery & Food Preparation Qualification – 10 Months

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*All signatories on agreement

PREAMBLE

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

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

AND WHEREAS the trainee intends registering for the chef course for the purpose aforesaid.

NOW THEREFORE THE PARTIES BEING ALL THE SIGNATORIES HERETO, ANY REFERENCE TO "TRAINEE" AND/OR "APPLICANT" 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 in the course, refers to prospectus under minimum criteria, proof of such minimum criteria.

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

Grande Chef Qualification 36 months ☒

Professional Patisserie 18 Months ☐

Introduction: Professional Cookery 10 months. ☐

(please X select relevant course applied for)

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

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

Grande Chef Qualification 36 months ☒

Professional Patisserie 18 Months ☐

Introduction: Professional Cookery 10 months. ☐

(please X select relevant course applied for)

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

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2.2. Provided that the trainee achieves the minimum standards set, he/she will receive a:

Grande Chef Qualification ☒

Professional Patisserie Qualification ☐

Introduction: Professional Cookery Qualification ☐

(please X select relevant course applied)

issued by QCTO and/or City & Guilds and/or LCA.

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2.3. Two sets of standard professional chef's uniform are compulsory, such uniform to be worn throughout the training, including the practical training. The trainee shall be provided with the following (against payment of the 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 beanies;

2.3.5. two neckties;

2.3.6. A knife set and plastic toolbox;

2.3.7. One pair of safety shoes;

2.3.8. One formal tie/scarf (tie for men and scarf for ladies);

2.3.9. One name badge;

2.3.10. Two golf shirts;

2.3.11. One dry-mac jacket

2.4. The trainee shall be provided with a Portfolio of Evidence – which is to contain all written work of the trainee, attendance register, 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 hospitality establishment when and where necessary as indicated in the Portfolio of Evidence. The Portfolio of Evidence is to be kept with LCA at all times during the training.

3. FEES (TUITION FEES / STUDY FEES)

3.1. The trainee/applicant 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, being:

(PLEASE SELECT COURSE APPLIED FOR WITH A "X")

3.1.1. GRANDE CHEF QUALIFICATION 36 MONTHS

DURATION – 3 YEARS:

Once off Uniform fee of R7 000.00 (seven thousand rand) - (payable in the first year of studies)

FIRST (1st) YEAR TUITION FEE of R60 000.00 (sixty thousand rand) , if not able to pay the full amount a deposit of R8 000.00 (eight thousand rand) will be paid before student commence with studies and thereafter 09 consecutive monthly instalments (February to October – for January intake) or (August to April – for July intake) of R5 777.77 (five thousand seven hundred and seventy seven rand and seventy seven cents)

If once off payment is selected the discount amount of R57 000.00 (fifty seven thousand rand) plus uniform amount of R7 000.00 (seven thousand

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rand) is payable before student commence with first year of studies.
Any indulgence not to detract from the rights of LCA in terms of clause 5;

SECOND (2nd) YEAR TUITION FEE of **R45 000.00** (forty five thousand rand) ,
if not able to pay the full amount a deposit of **R6 000.00** (six thousand rand)
will be paid before student commence with studies and thereafter 09
consecutive monthly instalments (*February to October – for January intake*)
or (*August to April – for July intake*) of **R4 333.33** (four thousand three
hundred and thirty three rand and thirty three cents)
If once off payment is selected the discount amount of **R42 750.00** (forty
two thousand seven hundred and fifty rand) is payable before student
commence with second year of studies.
Any indulgence not to detract from the rights of LCA in terms of clause 5;

THIRD (3rd) YEAR TUITION FEE of **R35 000.00** (thirty five thousand 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 thereafter 09
consecutive monthly instalments (*February to October – for January intake*)
or (*August to April – for July intake*) of **R3 333.33** (three thousand three
hundred and thirty three rand and thirty three cents)
If once off payment is selected the discount amount of **R33 250.00** (thirty
three thousand two hundred fifty rand) is payable before student
commence with third year of studies.
Any indulgence not to detract from the rights of LCA in terms of clause 5.
(please note that all extra uniforms ordered in the second and third year of
studies is for the student own account)

3.1.2. PROFESSIONAL PATISSERIE (PASTRY) QUALIFICATION ☐
DURATION – 18 MONTHS

Once off Uniform fee of **R8 000.00** (eight thousand rand) - (payable in the
first year of studies)

FIRST (1st) YEAR TUITION FEE of **R58 900.00** (fifty eight thousand nine
hundred rand) , if not able to pay the full amount a deposit of **R8 000.00**
(eight thousand rand) will be paid before student commence with studies
and thereafter 09 consecutive monthly instalments (*January to September –
for January intake*) or (*July to March – for July intake*) of **R5 655.55** (five
thousand six hundred and fifty five rand and fifty five cents)

If once off payment is selected the discount amount of **R55 005.00** (fifty five
thousand and five rand) plus uniform amount of **R8 000.00** (eight thousand
rand) is payable before student commence with first year of studies.

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

SECOND (2nd) YEAR TUITION FEE of **R58 900.00** (fifty eight thousand nine
hundred rand), 09 consecutive monthly instalments (*February to October –
for January intake*) or (*August to April – for July intake*) of **R6 544.44** (six
thousand five hundred and forty four rand and forty four cents)

If once off payment is selected the discount amount of **R55 005.00** (fifty five
thousand and five rand) is payable before student commence with second
year of studies.

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

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3.1.3. **INTRODUCTION: PROFESSIONAL COOKERY & FOOD PREPARATION**

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QUALIFICATION

DURATION – 10 MONTHS

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

FIRST (1st) YEAR TUITION FEE of **R34 000.00** (thirty four thousand 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 thereafter 09 consecutive monthly instalments (*January to September – for January intake*) or (*July to March – for July intake*) of **R3 222.22** (three thousand two hundred and twenty two rand and twenty two cents)

If once off payment is selected the discount amount of **R32 300.00** (thirty two thousand three hundred rand) plus uniform amount of **R6 000.00** (six thousand rand) is payable before student commence with first year of studies.

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

- 3.2. 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 for the current year must be paid up before exams.

With regards to 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.

LCA has the right to place the trainee studies on hold should the account fall 2 (two) months behind (non-payment).

- 3.3. Travelling expenses to and from the training provider (LCA), to and from practical training at establishments is at the trainee's own cost;

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

- 3.4 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 LCA being those indicated below the signature on behalf of LCA;

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!!)

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3.5 PARTICULARS OF THE TRAINEE/APPLICANT IF NATURAL PERSON:

Full Names: Mhlengi Makumbila
ID Number: 00091235230084

MARITAL STATUS:

☒ Never Married ☐ Divorced ☐ Widower ☐ Widow ☐ In Community

☐ Out of Community

Residential Address: GAVAZA VILLAGE stand 241

Postal Address: P.O BOX 496 Letšitele 0885

Fax number: _____ Email address: makumbila.mm@gmail.com

Telephone numbers: (H) 065 934 9741 (W) _____
(C) _____

Has your estate ever been sequestrated, placed under administration or debt review before?
YES/NO

If YES, attach copy of Court Order: _____

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

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: _____

**3.7 CO-SIGNATORIES AND LIABLE PERSONS AS CO-PRINCIPAL DEBTORS IN
SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT (2)**

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: Group Cheki Academy

**3.8 CO-SIGNATORIES AND LIABLE PERSONS AS CO-PRINCIPAL DEBTORS IN
SOLIDUM FOR THE PURPOSES OF THIS AGREEMENT (3)**

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: _____

3.9 The Applicant undertakes to immediately notify the LCA in writing of any change to the information in this document. All and/or any signatory/ies to this agreement warrant, guarantees and represents firstly that the Applicant is legally entitled to conclude this agreement, secondly that they are duly authorized by the Applicant 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 will consider this application and fourthly bind themselves jointly and severally as sureties and co-principal debtors *in solidum* with the Applicant 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;

3.10 Payment terms are strictly eft (electronic fund transfer)/cash within 07 (seven) days from the date of invoice/statement or as otherwise agreed to in writing by the LCA. In the absence of any written agreement to the contrary, the remuneration payable to the LCA by the trainee/applicant for the training and related services, will be in accordance with the standard tariffs of the LCA, as determined by the LCA from time to time. The LCA's standard tariffs are available on request. The Applicant hereby acknowledges that should any payment not be made on the due date, the full amount owing by the Applicant 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;

3.11 The Applicant agrees herewith to pay interest on all overdue amounts at the prescribed *mora* interest rate per annum compounded and calculated as from date of letter of demand or service of Summons to date of payment, both dates inclusive. 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;

3.12 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 Applicant from the date of such

instruction, whether the legal proceeding 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 contract 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;

3.13 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.

3.14 Should the Applicant be of the opinion that incorrect debits were raised, the Applicant 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 Applicant will be obliged to make payment as provided for herein;

3.15 The applicable Law regarding this agreement is the Law of the Republic of South Africa. The trainee/applicant 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. CONDITIONS OF REGISTRATION

4.1. ATTENDANCE OF THEORETICAL AND PRACTICAL TRAINING

4.1.1. 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.

4.1.2. 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 this agreement shall automatically terminate and be of no force and effect.

4.2. TUITION AND LECTURES

4.2.1. LCA and the practical training 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 LCA or the hospitality establishment.

4.3. REGISTRATION, RULES AND CODE OF CONDUCT

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

- 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:
- 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 earring studs which are acceptable.
- 4.3.3.** The trainee shall have his / her attendance register signed each day by the training provider / hospitality establishment / practical establishment.
- 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 during the training, including any personal injury suffered by the trainee, please refer to indemnity document signed during induction week.
- 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.

4.4. PRACTICAL TRAINING

- 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.
- 4.4.2.** 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.
- 4.4.3.** The trainee shall not receive remuneration for any tasks or duties performed during practical work / practical training.
- 4.4.4.** No trainee shall be allowed to dismiss him / herself from any hospitality establishment without the written confirmation by both the training provider and the hospitality establishment's Head/Executive Chef / Supervisor / Owner.
Should the trainee dismiss him / herself from the hospitality establishment without written confirmation, actions will be taken which may lead to expulsion from studies and LCA.

4.4.5. Practical Placement Allocations:

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

4.4.6. Zero Tolerance for any illegal or criminal activities whilst on practical training (theft, drug abuse, etc). These actions will result in immediate suspension and possible expulsion from studies and LCA.

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

4.4.8. The trainee shall be issued with a workplace activity logbook for each practical training session attended / allocated during each year of study/ies. Upon completing each practical training session, the trainee will be requested to hand in the completed and signed (by head chef / supervisor / manager / owner) activity logbook no later than one week after returning 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.

4.4.9. Travelling expenses to and from the training provider (LCA), to and from practical training at establishments is at the students 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 refer 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 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.

6. DOWNGRADING / UPGRADING OF COURSE / QUALIFICATION

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 held with the trainee during this process.

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

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 situation. LCA reserves the right to deny the request.

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 with regards to the difference of tuition fees.

7. INDEMNITY AND LIABILITY

7.1 Neither LCA nor the hospitality establishment 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:

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

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

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

7.3 The trainee indemnifies LCA and the hospitality establishment, 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.

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 fliers).

8 SIGNATURES:

Mhlengi Makumbila

TRAINEE: (Full Names & Surname)

Mhlengi Makumbila

TRAINEE: (Signature)

TRAINEE:

Identity Number: 0009235230084

Physical address: CAVAZA VILLAGE stand 241

Postal address: P.O BOX 496 Letis'ele 0885

Cell phone number: 065 934 9741

Home telephone number: _____

Email address: makumbila.mm@gmail

1.

[Signature]
SIGNED AS WITNESS

2.

[Signature]

THOMBI HETHLINE MAKUMBILA
CO-SIGNATORY 1: (Full Names & Surname)

[Signature]
CO-SIGNATORY 1: (Signature)

1. [Signature]
SIGNED AS WITNESS

2. [Signature]

SCIENT SIMON MAKUMSILA
CO-SIGNATORY 2: (Full Names & Surname)

[Signature]
CO-SIGNATORY 2: (Signature)

1. [Signature]
SIGNED AS WITNESS

2. [Signature]

CO-SIGNATORY 3: (Full Names & Surname)

CO-SIGNATORY 3: (Signature)

1. _____
SIGNED AS WITNESS

2. _____

[Signature]

SIGNED AT: Mokopane on this 5th day of February 2019

NICOLAAS RETRYS RAS.

LIMPOPO CHEFS ACADEMY REPRESENTATIVE (Full names & surname)


LIMPOPO CHEFS ACADEMY REPRESENTATIVE (Signature)
SIGNATURE OF 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: SA - Mokopane on this 5th day of Febr 2019

Limpopo Chefs Academy

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SIGNED AS WITNESS

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