

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

MASHUDU NEFEFE

FULL NAMES AND SURNAME

9506080437087

ID NUMBER:

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

Limpopo Chefs Academy

for the

CHEF QUALIFICATIONS / PROGRAMMES

1. Occupational Certificate: Grande Chef Qualification – 36 Months;
2. Professional Patisserie (Pastry) Qualification – 18 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 & 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:

Occupational Certificate: Grande Chef Qualification - 36 months ☐

Professional Patisserie Qualification - 18 Months ☐

Introduction to Professional Cookery and the Hospitality Industry - 10 months ☒

(please X select relevant course applied for)

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 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:

Occupational Certificate: Grande Chef Qualification - 36 months ☐

Professional Patisserie Qualification - 18 Months ☐

Introduction to Professional Cookery and the Hospitality Industry - 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.

If once off payment is selected the discount amount of **R65 500.00** (sixty five thousand and five hundred 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.

3.1.3. INTRODUCTION TO PROFESSIONAL COOKERY AND THE HOSPITALITY

INDUSTRY 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 **R40 100.00** (forty thousand one hundred 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 900.00** (three thousand nine hundred rand)

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 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 irrespective 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 TUTION FEE FOR THE ANNUM (THE TUITION FEE HAS TO BE PAID IN FULL!!)

3.5 PARTICULARS OF THE TRAINEE/APPLICANT IF NATURAL PERSON:

Full Names:

NEFEFE MASHUDU

ID Number:

9506080437087

MARITAL STATUS:

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

☐ Out of Community

Residential Address: TSHITHUTHUNI MAKHOTHONI 597

Postal Address: P.O. Box 1753 NZHELELE 0993

Fax number: N/A Email address: nefefeshudu@gmail.com

Telephone numbers: (H) N/A (W) N/A
(C) 0796867438

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

NEFEFE AMBI NELLO

ID Number:

6002110129087

MARITAL STATUS:

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

☐ Out of Community

Residential Address: TSHITHUTHUNI MAKHOTHONI

Postal Address: P.O. Box 1753 NZHELELE 0993

Fax number: N/A Email address: N/A

Telephone numbers: (H) N/A (W) 0159730004
(C) 0727272074

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: DAUGHTER

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

Full Names: MEFEFE KHAUKANANI SAMUEL
ID Number: 5305045717087

MARITAL STATUS:

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

☐ Out of Community

Residential Address: TSHI THUTHUNI MAKHOTHONI

Postal Address: P.O. BOX 1753 NZHELELE 0993

Fax number: N/A Email address: N/A

Telephone numbers: (H) N/A (W) N/A
(C) 0722153173

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: DAUGHTER

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

Full Names: SWANHA ADIVHANO
ID Number: 9406056190085

MARITAL STATUS:

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

☐ Out of Community

LEARNER AGREEMENT 2021 (Copyright)


Limpopo Chefs Academy
Tel/Fax: 015 491 1226
Email: info@limpopochefs.co.za
www.limpopochefs.co.za
Reg: 2014/163471/07
Vot: 4700270103
City & Guilds No: 84890

MAANIKS
INITIALS

*All signatories on agreement

Residential Address: 7SHITHUTHUNI MAKHOITHONI

Postal Address: P.O. BOX 1753 NICHHELE 0993

Fax number: N/A Email address: Swatinh22@gmail.com

Telephone numbers: (H) _____ (W) _____
(C) 0796810263

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: COUSIN

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;

NEFEFE AMBI NELLY
CO-SIGNATORY 1: (Full Names & Surname)

[Signature]
CO-SIGNATORY 1: (Signature)

1. Ningwana
SIGNED AS WITNESS

2. [Signature]

NEFEFE KHAUKANANI SAMUEL
CO-SIGNATORY 2: (Full Names & Surname)

[Signature]
CO-SIGNATORY 2: (Signature)

1. Mamba
SIGNED AS WITNESS

2. [Signature]

Limpopo Chefs Academy

Swalivha Adivhaho
CO-SIGNATORY 3: (Full Names & Surname)

[Signature]
CO-SIGNATORY 3: (Signature)

1. MeFefe T.
SIGNED AS WITNESS

2. Rathogwa H.A

SIGNED AT: ISTITHUTHUNI on this 27 day of January 2021

Darnell de Beer

LIMPOPO CHEFS ACADEMY REPRESENTATIVE (Full names & surname)

[Signature]

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:

LCA

on this

1

day of

Feb

2021

1. Limpopo Chefs Academy

SIGNED AS WITNESS