VEREINENL

Made and entered into by and between:

LIMPOPO CHEFS ACADEMY MOKOPANE CAMPUS & POLOKWANE CAMPUS (Registration Number \$004 McCADEMY

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

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

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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

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*All signatories on agreement



PREAMBLE

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

purpose aforesaid. 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

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

1. TRAINEE

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

2	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 Agreement, and subject specifically to the agreement concluded between LCA and	
JAITINI	Occupational Certificate: Grande Chef Qualification - 36 months	
54	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:	
	DUINIART	. 7
	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.	
	The trainee acknowledges that he / she is available for the full period of the	
	Introduction to Professional Cookery and the Hospitality Industry - 1.0 months (please X select relevant course applied for)	
<i>SO</i>	Professional Patisserie Qualification - 18 Months	
S JAITINI	Occupational Certificate: Grande Chef Qualification - 36 months	
M-3	1.2. The training in respect of the chef course shall take place over a period of:	
	criteria, proof of such minimum criteria.	
	tor car of the first of the course, refers to prospectus under minimum	

*All signaťories on agreement



the Practical Training Provider for the purpose aforesaid.

	XIS VIXIS) 00,000 day to inhorite inhostic and back boxband only backnodt	
	If once off payment is selected the discount amount of R66 500.00 (sixty six	
	R6 900.00 (six thousand nine hundred rand)	
	October – for January intake) or (August to April – for July intake) of	
	studies and thereafter 09 consecutive monthly instalments (February to	
73.71 1 1 6 11	thousand five hundred rand) will be paid before student commence with	
JAITINI	rand), it not able to pay the full amount a deposit of R8 500.00 (eight	
2.11	FIRST (1st) YEAR TUITION FEE of R70 600.00 (seventy thousand six hundred	
$\Delta \mathfrak{D}$	ukst year ot studies)	
2	Once off Uniform fee of R7 000.00 (seven thousand rand) - (payable in the	
A	DOUGHOM - 2 LEWYS:	
>	CITIBIOIN OCALOUS CONTRACTOR	3.1.1.
	ASE SELECT COURSE APPLIED FOR WITH A "X")	
	esponsible for the payment of all tuition fees to the training provider, being:	1916 1916
	ors in solidum for the purposes of this agreement and especially for payment	າດລຸດ ເຄດ
	trainee/applicant and all the signatories hereto being liable as co-principal	אירון ידיר אטרי ידיר
	11. 11. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	tedT 15
	ITION FEES / STUDY FEES)	iut) saaa
	Portfolio of Evidence is to be kept with LCA at all times during the training.	l əu_
	blishment when and where necessary as indicated in the Portfolio of Evidence.	lstsə
	ence is kept up to date and signed by the training provider and/or hospitality	∍biv∃
	progress reports. It is the duty of the trainee to ensure that the Portfolio of	l pue
	en work of the trainee, attendance register, copies of the competency records	ttirw
	trainee shall be provided with a Portfolio of Evidence – which is to contain all	1.4. The t
	11. One dry-mac jacket	2.3
	10. Two golf shirts;	2.3.
	9. One name badge;	2.3.
	8. One formal tie/scarf (tie for men and scarf for ladies);	3.8.2
	7. One pair of safety shoes;	
	6. A knife set and plastic toolbox;	
	5. two neckties;	
	4. two beanies;	
	3. two aprons;	
	Z. two pairs of chef trousers (blue and white checked);	
	1. two basic chef jackets;	
	provided with the following (against payment of the amounts mentioned herein	q sa Istel
	provided with the following (against newspapt of the creations).	n ad
	worn throughout the training, including the practical training. The trainee shall	v əd
	of mrofinu dand standard professional chef's uniform are compulsory, such uniform to	owT .E.S
	ed by QCTO and/or City & Guilds and/or LCA.	
-	ase X select relevant course applied)	ə <u>[d)</u>
2	oduction to Professional Cookery and the Hospitality Industry Qualification	ntri
JAIT!NI	éssional Patisserie Qualification	Prof
瓜豆	upational Certificate: Grande Chef Qualification	looO
W. 7		: e
	vided that the trainee achieves the minimum standards set, he/she will receive	2.2. Prov

thousand nine hundred rand) plus uniform amount of R7 000.00 (seven

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thousand rand) is payable before student commence with first year of

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

R5 200.00 (five thousand two hundred rand) October – for January intake) or (August to April – for July intake) of studies and thereafter 09 consecutive monthly instalments (February to thousand five hundred rand) will be paid before student commence with hundred rand), if not able to pay the full amount a deposit of R6 500.00 (six SECOND (2^{nd}) YEAR TUITION FEE of R53 300.00 (fifty three thousand three

saibuts. thousand rand) is payable before student commence with second year of If once off payment is selected the discount amount of R50 000.00 (fifty

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

R4 100.00 (four thousand one hundred rand) to October – for January intake) or (August to April – for July intake) of with studies and thereafter 09 consecutive monthly instalments (February (five thousand five hundred rand) will be paid before student commence hundred rand) , if not able to pay the full amount a deposit of RS~500.00THIRD (3rd) YEAR TUITION FEE of R42 400.00 (forty two thousand four

(please note that all extra uniforms ordered in the second and third year of Any indulgence not to detract from the rights of LCA in terms of clause 5. hundred rand) - (payable when commencing third year of studies) third year of studies. Once off Uniform fee of R1 500.00 (one thousand five nice thousand five hundred rand) is payable before student commence with If once off payment is selected the discount amount of R39 500.00 (thirty

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SHTNOM 81 - NOITARUO PROFESSIONAL PATISSERIE (PASTRY) QUALIFICATION

studies is for the student own account)

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

first year of studies)

for January intake) or (July to March – for July intake) of $R6\ 800.00$ (six and thereafter 09 consecutive monthly instalments (January to September – (eight thousand rand) will be paid before student commence with studies hundred rand) , if not able to pay the full amount a deposit of $R8\ 000.00$ FIRST (1st) YEAR TUITION FEE of R69 200.00 (sixty nine thousand two

thousand rand) is payable before student commence with first year of thousand five hundred rand) plus uniform amount of R8 000.00 If once off payment is selected the discount amount of R65 500.00 (sixty six thousand eight hundred rand)

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

thousand six hundred and eighty eight gand and eighty nine cents) for January intake) or (August to April – for July intake) of R7 688.89 (seven hundred rand), 09 consecutive monthly instalments (February to October – SECOND (2nd) YEAR TUITION FEE of R69 200.00 (sixty nine thousand two

*All signatories on agreement

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.

2.1/7 INITIAL

3.1.3. <u>INTRODUCTION TO PROFESSIONAL COOKERY AND THE HOSPITALITY</u>

<u>INDUSTRY QUALIFICATION</u>

<u> NORATION – 10 MONTHS</u>

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

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 fees 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 (1^{st}) -year tuition fee not be paid up, this will result in the trainee to not continue with the 2^{nd} 3 (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 S

(two) months behind (non-payment).

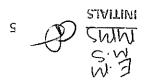
3.3. Travelling expenses to and from the training provider (LCA), to and from practical training at establishments is at the trainee's own cost;

3.4. The trainge 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 PRY THE FULL TUTION FEE FOR THE ANNUM (THE TUITION FEE HAS TO BE PAID IN FULL!!)



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Telephone numbers: (H) $\mathcal{M}(M)$
Fax number: Email address: Monicochologie @ gmon. Com
Postal Address: [-0. Beax 1354 SEKHUICHURE 1124
Residential Address: STAND NO SET KOTSIR, ULARGIES .
Variantity
Mever iMarried Divorced Widower Widow In Community
:SUTAT2 JATIRAM
ID Number: 180404 COGH COBJ
Full Names: MOHICA CHABAOBONE SETE
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:
Has your estate ever been sequestrated, placed under administration or debt review before?
Telephone numbers: (H) 11/12 (W) 11/12 (W)
Fax number: Email address: Marie School & Grand Long
Postal Address: Y. O. Box 1354 SEKHUKHUNE 1194
Residential Address: SIRMO HOSSON CHAIS Sestimenty
Mever Married Divorced Widower Widow In Community
SUTAT2 JATIRAM
ID Number: O107010851084
Full Names: WHICH WIRPOLAME SETE

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Out of Community Widow | X In Community Divorced Widower Never Married 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: Has your estate ever been sequestrated, placed under administration or debt review before? Telephone numbers: (H)_ (C)*C*b *CS OS3 TS L*9_ Email address: Out of Community In Community Widower wobiW Divorced **:SUTATS JATIRAIN** 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: If YES, attach copy of Court Order:_

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

*All signatories on agreement

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Relationship to trainee:
If YES, attach copy of Court Order:
Has your estate ever been sequestrated, placed under administration or debt review before?
Telephone numbers: (H) MM (W) MLLA
Fax number: Email address:
Postal Address: 1.0. Box 1254 Setcherkinne 11209
Residential Address: STALL ON GHALS: Residential Address:

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 fourthly 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 conclude this agreement, secondly that they are duly authorized by the Applicant to warrant, guarantees and represents firstly that the Applicant is legally entitled to the information in this document. All and/or any signatory/ies to this agreement 3.9 The Applicant undertakes to immediately notify the LCA in writing of any change to

notwithstanding that any amount may, as at that date, not yet be due; immediately become due and payable without any notice of whatsoever nature, lishe ADL ant to the due date, the full amount owing by the Applicant to the LCA shall 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 eft (electronic fund transfer)/cash within 07 (seven)

yereby 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 mora interest rate per annum compounded and calculated as from The Applicant agrees herewith to pay interest on all overdue amounts at the



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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; 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 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

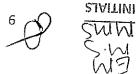
4.1. ATTENDANCE OF THEORETICAL AND PRACTICAL TRAINING

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.

:||eus be clean at the beginning of each day of training. In addition, the trainee 4.3.2. The trainee shall wear the correct uniform at all times, which uniform shall

clean and neat hair at all times; ensure that he /she maintains impeccable personal hygiene, including 4.3.2.1.

wear a clean uniform each day and refrain from smoking and drinking 4.3.2.2.

alcohol whilst in uniform;

4.3.2.4. wear clean closed safety shoes 4.3.2.3.

wear no jewellery, including watches, rings, earrings except for earring

studs which are acceptable.

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

trainee, please refer to indemnity document signed during induction week. trainee during the training, including any personal injury suffered by the practical establishment shall accept any liability for any negligence of the 4.3.4. The trainee accepts that neither LCA nor the hospitality establishment \

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

4.4. PRACTICAL TRAINING

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

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

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

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- 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).
- 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.

2' 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;

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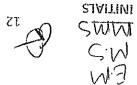
- 5.3. No amendment of the terms or conditions of this agreement or any direct cancellation thereof between the parties will have any legal effect whatsoever if not reduced to writing and signed by all the parties that are signatories hereto or their duly authorized representatives;
- **5.4.** No concession, 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;



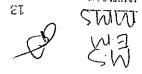


 $\Sigma.1.2$ The destruction of or damage to any property owned by or in the custody of any trainee howsoever caused.

- 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).

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SIGNED V2 MILINESS

CO-SIGNATORY 1: (Signature)

CO-SIGNATORY 1: (Full Names & Surname)



1. SIGNED AS YOUTUBES

CO-SIGNATORY 2: (Signature)

CO-SIGNATORY 2: (Full Names & Surname)

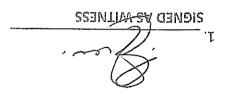


T. SIGNED AS WITNESS

CO-SIGNATORY 3: (Signature)

CO-SIGNATORY 3: (Full Mames & Surname)





Theody elected Reservative (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

Tel No: 015 492 3226

1605 Moleopane on this 35 day of Danday 2021

SIGNED AS WITNESS

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 * All signatories on ayreement

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