

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

MABUNDA MINKATEKO MICHELLE
FULL NAMES AND SURNAME

9804080200088

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)

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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)

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(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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Limpopo Chefs Academy
Tel/Fax: 015 491 1226
Email: info@limpopochefs.co.za
www.limpopochefs.co.za
Reg: 2014/163471/07
Vat: 4700270103
City & Guilds No: 548490

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*All signatories on agreement

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

Occupational Certificate: Grande Chef Qualification ☒

Professional Patisserie Qualification ☐

Introduction to Professional Cookery and the Hospitality Industry Qualification ☐

(please X select relevant course applied)

issued by QCTD 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-mat 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. OCCUPATIONAL CERTIFICATE: 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 R70 600.00 (seventy thousand six hundred rand) , if not able to pay the full amount a deposit of R8 500.00 (eight thousand five hundred 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 R6 900.00 (six thousand nine hundred rand)

If once off payment is selected the discount amount of R66 500.00 (sixty six 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 studies.

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

SECOND (2nd) YEAR TUITION FEE of R53 300.00 (fifty three thousand three hundred rand) , if not able to pay the full amount a deposit of R6 500.00 (six thousand five hundred 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 200.00 (five thousand two hundred rand)

If once off payment is selected the discount amount of R50 000.00 (fifty thousand 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 R42 400.00 (forty two thousand four hundred rand) , if not able to pay the full amount a deposit of R5 500.00 (five thousand five hundred 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 100.00 (four thousand one hundred rand)

If once off payment is selected the discount amount of R39 500.00 (thirty nine thousand five hundred rand) is payable before student commence with third year of studies. Once off Uniform fee of R1 500.00 (one thousand five hundred rand) - (payable when commencing 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 R69 200.00 (sixty nine thousand two 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 R6 800.00 (six thousand eight hundred rand)

If once off payment is selected the discount amount of R65 500.00 (sixty six thousand five hundred 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 R69 200.00 (sixty nine thousand two hundred rand), 09 consecutive monthly instalments (*February to October – for January intake*) or (*August to April – for July intake*) of R7 688.89 (seven thousand six hundred and eighty eight rand and eighty nine cents)

3.5 PARTICULARS OF THE **TRAINEE/APPLICANT** IF NATURAL PERSON:

Full Names: MABUNDA MINKATEKO MICHELLE

ID Number: 9804080700088

MARITAL STATUS:

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

☐ Out of Community

Residential Address: 78/1005 B NKOWA² Thambo STRT

Postal Address: P.O. BOX 155 LETABA 0870

Fax number: N/A Email address: tekotelow 37@gmail.com

Telephone numbers: (H) N/A (W) N/A
(C) 064 6300 353

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: Simpopo Chefs Academy

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: THOMAS ELION MABUNDA

ID Number: 670817 5515 08 1

MARITAL STATUS:

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

☐ Out of Community

Residential Address: 1005/78 B TAMBO ST MKONZA 2

Postal Address: BOX 155 LETABA 0370

Fax number: N/A Email address: thomase11on456@gmail.com

Telephone numbers: (H) _____ (W) _____
(C) 079 747 9963

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: FATHER

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

Full Names: PRISCILLA MABUNDA

ID Number: 7506260597082

MARITAL STATUS:

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

☐ Out of Community

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Limpopo Chefs Academy
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www.limpopochefs.co.za
Reg: 2014/163471/07
Vat: 470027203
City & Guilds No: 848490

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INITIALS

*All signatories on agreement

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Residential Address: 78/1005^B NKOWA²

Postal Address: 155 LETABA 0870

Fax number: N/A Email address: Setta pri.sallamabunda@gmail.com

Telephone numbers: (H) _____ (W) 015 303 8200
(C) 073 4852596

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

If YES, attach copy of Court Order: _____

Relationship to trainee: MOTHER

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;

Regholoketse Setumy

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:

LCA

on this 01

day of

February 20 21

1. Limpopo Chefs Academy 2. Academy

SIGNED AS WITNESS

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Limpopo Chefs Academy
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Vat: 4700270103
City & Guilds No: 848490

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*All signatories on agreement