

MEMORANDUM OF AGREEMENT
BETWEEN
Donnalira Academy & Spa (Pty) Ltd.
(Company Number CK 2014/192554/07
(Hereinafter called "**Donnalira**")
And

APPLICANT : _____
(Names in full and hereinafter called "the APPLICANT")

I.D. Number : _____

Assisted by : _____
(Parent/guardian/spouse - names in full and hereinafter called "the SPONSOR")

I.D. Number : _____

OF

Street Address: (Sponsor) _____

Contact Numbers (Sponsor): (W) _____ (H) _____

Cell Number: _____ Email address: _____

Street Address: (Applicant) _____

Contact Numbers (Applicant): (H) _____

Cell Number: _____ Email address: _____

1. The APPLICANT hereby enrolls for the _____

Commencing on _____ **2016** and finishing on _____ **2016**

Presented by **Donnalira Academy** on the terms and conditions as set out hereunder.

2. The APPLICANT agrees that the contract price for the COURSE will be
R _____ (amount in numbers) _____ (amount in words).

The APPLICANT will pay the contract price as set out in the Student Payment Schedule annexed hereto

Please initial on the bottom right corner of every page, and sign where indicated on the third and fourth pages.

TERMS AND CONDITIONS

1. PAYMENTS

- 1.1 All payments as set out in the Student Payment Schedule shall be made by way of EFT, Card (no discounts apply). All payments shall be due on or before the 1st of each month. Any late payments will bear interest at the current *mora* interest rate;
- 1.2 All payments made, including deposits and exam fees, or product orders are non-refundable.

2. EQUIPMENT

- 2.1 The APPLICANT will be required to purchase certain prescribed items for purpose of the COURSE, and the APPLICANT shall be responsible for the replacement thereof at own cost, should such items be damaged, lost or finished;
- 2.2 The copyright in all study material issued in respect of the COURSE vests with **Donnalira**, and the study material may not be used for any purposes other than study purposes. The APPLICANT will not disclose any confidential information and/or trade secrets of Donnalira that comes to the APPLICANT'S knowledge.

3. ATTENDANCE OF LECTURES AND WRITING OF EXAMINATIONS

- 3.1 The APPLICANT is entitled to a maximum of 10 (TEN) days sick leave per academic year, however if the APPLICANT is absent for more than 2 (TWO) consecutive days, or immediately before or after a public holiday or week-end, the APPLICANT must submit a certificate from a registered medical practitioner;(Academy has the right to confirm authenticity)
- 3.2 The APPLICANT will not be permitted to attend lectures until all fees & payments are up to date.
- 3.3 The APPLICANT will not be permitted to register for or write examinations until all fees, payments & any amounts due are up to date..
- 3.4 **Donnalira** will follow the syllabi compiled and prescribed by relevant International & National examination authorities (where & when applicable). **Donnalira** will furthermore ensure that the standards and ethics as reasonably prescribed in the industry are adhered to;
- 3.5 Subject to paragraph 3.4 above, **Donnalira** reserves the right to change COURSE syllabi, times of lectures and admission requirements, however these changes will not adversely affect the Applicants.
- 3.6 **Donnalira** will issue a certificate / diploma to the APPLICANT on successful completion of the COURSE;
- 3.7 In the event the APPLICANT fails the COURSE or a specific year of a COURSE, the APPLICANT may write supplementary examinations (Additional Payment Required) at a date to be determined by **Donnalira**. Supplementary examinations must be written within one month.
- 3.8 Should the APPLICANT fail the supplementary examinations, the relevant year or COURSE must be repeated at the APPLICANT'S own cost;
- 3.9 Should the APPLICANT qualify for international examinations, the APPLICANT will be given the opportunity to write the exams at the sole discretion of **Donnalira**. All external examinations fees are for the APPLICANTS account.
- 3.10 The APPLICANT shall at all times adhere to the stipulations as set out in the OPERATIONS MANUAL. The Registration Contract & the Operations Manual form part of one Agreement.

4. BREACH

- 4.1 The APPLICANT shall commit an act of breach in the following events:
 - 4.1.1 If the APPLICANT fails to attend lectures for any reason whatsoever (subject to paragraph 3.1 above), and/or if the APPLICANT fails to continue with the COURSE at any given time;
 - 4.1.2 If the APPLICANT has accumulated the relevant number of demerits as set out in the OPERATIONS MANUAL which warrant expulsion from the school;
 - 4.1.3 If any payment due by the APPLICANT in terms of this agreement is not made on the due date;
 - 4.1.4 If the APPLICANT commits any criminal act (whereupon the APPLICANT will be immediately dismissed);
- 4.2 In the event of an act of breach the following will apply:
 - 4.2.1 The agreement will be cancelled upon 7 (SEVEN) days notice by **Donnalira** to the APPLICANT;
 - 4.2.2 The APPLICANT will no longer be allowed to attend classes from such notice date;
 - 4.2.3 The full balance of the contract price will become immediately due and payable after expiration of the notice period. All payments already made will be forfeited.

5. SURETYSHIP

- 5.1 The Sponsor signing as parent, guardian or spouse herein, herewith binds him/her as SURETY and co-principal debtor in solidum for the APPLICANT towards **Donnalira** for the due fulfilment of any obligation by the APPLICANT towards **Donnalira**
- 5.2 The Sponsor hereby expressly renounces the benefits of *errore calculi, non causa debiti, excussionis et divisionis* and *de duobus vel pluribus reis debendi*, the force and effect whereof the Sponsor agrees to be acquainted with.

6. GENERAL

- 6.1 Should the APPLICANT cancel this contract for reasons other than a lawful cancellation due to breach by **Donnalira**, the contract price will become due and payable on such cancellation;
- 6.2 The APPLICANT/ SPONSOR hereby indemnifies and holds **Donnalira** blameless for any loss or damages of whatsoever nature that may occur whilst attending lectures at **Donnalira** or any other place during the course of training or on any excursion, and for any other reason whatsoever;
- 6.3 If attorneys / debt collectors are instructed to recover any amounts due in terms of the contract, the APPLICANT/SPONSOR will be liable for costs on the attorney and client scale, as well as for collection charges in respect of these amounts; if payments are not forthcoming SPONSOR & APPLICANT will be listed on all Credit Bureaus.
- 6.4 This contract constitutes the entire agreement between the parties and no variations, alterations, or consensual cancellation of this contract will be valid unless in writing and signed by the APPLICANT/SPONSOR and **Donnalira**;
- 6.5 The APPLICANT/SPONSOR consents to the jurisdiction of the Magistrate's Court for the purpose of any legal proceedings that **Donnalira** may institute arising from this contract;
- 6.6 No relaxation or indulgences which **Donnalira** may afford to the APPLICANT/SPONSOR or failure by **Donnalira** to enforce its rights consequent to any breach of this contract will in any way prejudice the rights of **Donnalira**, nor will **Donnalira** be prevented from exercising same;
- 6.7 If any provision of this contract is held to be unenforceable such provision will be severable from this contract and the remaining provisions of this contract will remain in full force and effect;
- 6.8 The APPLICANT/SPONSOR chooses the addresses set out herein as *domicilium citandi et executandi* for service of all notices and pleadings arising from this agreement;
- 6.9 All persons signing this agreement warrant their authority to sign in the relevant capacity.

SIGNED at _____ this _____ day of _____ in the presence of the undersigned witnesses:

Witness:

Witness:

Witness:

Applicant:

Sponsor:

Donnalira Academy:

STUDENT PAYMENT SCHEDULE

Please complete and sign payment option, any changes to the payment schedule must be in writing and agreed by parties, acceptable payment methods post-dated cheques or debit order.

Student Name: _____

Person responsible for payment (Full Name): _____
(As per contract)

Courses registered for **Full Time**

Year starting: **2016** Year of completion: _____

Total tuition cost: R _____ Deposit: R 4000.00 _____

**PLEASE FIND THE PAYMENT ANNEXURE
ATTACHED**

Fees may be paid via the following methods:

Debit order, Electronic payments, Cash, Cheque, Debit card and
*Credit card (***but not for cash payment**)
(If the bank does not honour cheques, bank charges will be invoiced accordingly)
(Please tick payment method)

Bank Details:

FNB FLORIDA

Branch code: 250141

A/C number: 51231173158

I _____ understand and agree to the financial policies as set out in this document. I take responsibility for the financial contract and to abide by one of the above payment options above:

Signed: _____ (Parent/ Guardian /Spouse) Witness: _____

Student Sign: _____ Witness: _____

Management Sign: _____ Witness: _____

Date: _____ Witness: _____