



011 524 0335
INFO@AMIATO.CO.ZA
WWW.AMIATO.CO.ZA
38 HUBERT MATHEW
ILLIONDALE

COMPANY REGISTRATION
AMIATO
2010/058149/23

MEMORANDUM OF AGREEMENT

Made and entered into by and between

AMIATO LEARNING CENTRE CC

And

(Parent / Legal Guardian)

Identity Number: _____

(hereinafter referred to as the **“the Payer”**)

IN RESPECT OF:

Identity Number: _____

(hereinafter referred to as **“the Student”**)

Thank you for choosing the Amiato Learning Centre

We look forward to offering your child the best possible education and early development they deserve, as well as a continuation of education through to High Centre education. Our Centre is a registered Civil Educational Institute with experienced facilitators.

We believe in placing the needs of our learners first in everything, by providing a warm, homely, loving, academic environment, where they can grow to their full potential. As we keep our classes small, in order to offer each and every student, valued individual attention, limited space is available. Should you be interested in enrolling your child into our Centre, kindly complete and sign the attached application form together with annexures, and return to us as soon as possible. If your application is successful, we will provide you with a Welcome Pack with the Enrolment Form to complete, to be collected from the premises of the Centre, and the necessary information that will be required to enrol your child.

IMPORTANT INFORMATION FOR COMPLETING REGISTRATION AT AMIATO CENTRE

General:

- Please read through the following Agreement and the Payer must initial at bottom of each page and sign correctly and completely at designated pages.
- As the Payer, it is important to understand the legal consequences of these terms and conditions and your attention will be drawn to particular clauses. You will be asked to initial these clauses to show that you understand and accept them.
- The Student’s registration is only completed when this Agreement is signed and returned to Amiato Centre along with the following documents:

Required documents:



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- A certified copy of the Student's identity document and proof of address, not older than 3 months;
- A signed and initialled copy of the Student Code of Conduct, General Rules and Discipline Policy;
- A signed and initialled copy of the Drug and Alcohol Policy;
- A signed and initialled copy of the Authority and Mandate for Payment Instructions;
- A signed and initialled copy of the Irrevocable Written Undertaking to Pay;
- Duly completed Particulars of Parents and Student.

d. The Student will not be allowed to attend Amiato Centre if any of the above documents are incomplete and / or not received by Amiato Centre on or before the specified date.

This Agreement and required documents may be sent electronically to the following address, where-after the originals must be delivered to the Centre.

E-mail: info@amiato.co.za

1. RESPONSIBILITIES

1.1 The Student agrees that he / she shall be responsible for the following:

- 1.1.1 To attend all Amiato Centre Facilitating sessions as set out under the student's schedule.
- 1.1.2 To abide by all the rules and regulations stipulated in the Amiato Centre Code of Conduct, General Rules and Discipline Policy (which may change from time to time).

Initial here

Payer Student

1.1.3 To inform Amiato Centre of the Student's absence when he / she is sick, injured or unable to attend the Centre for any reason, before 07h00 on the morning thereof.

1.1.4 To provide a doctor's note for sick leave of 2 (two) consecutive days or more, or in the event of injury preventing attendance.

1.2 The parent / legal guardian (the Payer) agrees that he / she will be responsible for the following:

- 1.2.1 To pay Amiato Centre all fees due as per the Agreement.
- 1.2.2 I confirm that the Student may be tested for drug / alcohol use, and / or searched for illegal drug possession in accordance with the Amiato Centre Drug and Alcohol Policy

1.3 Amiato Centre agrees that it will be responsible for the following:

- 1.3.1 Facilitating and Tutoring as laid out in the programme details.



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1.3.2 To report to the Payer at regular intervals, general feedback.

2. DURATION:

This Agreement shall commence upon signing by all parties (“the Commencement Date”) and shall continue for the duration of the programme for which the student is enrolled and shall terminate on the completion of said programme or unless it is ended in terms of this contract.

3. NO LIABILITY AND INDEMNITY

3.1 The Payer and the Student hereby indemnify Amiato Centre against any claim by any person arising directly or indirectly from the death, injury, loss or damage suffered by the Student, which is caused by or contributed to by the negligence of the Student or by the conduct of one of Amiato

Centre employees or agents who are acting outside of the course and scope of their employment with Amiato Centre.

3.2 The Payer acknowledge that Amiato Centre will not be liable for any damage to property or injury to other persons caused by the Student during the course of their training in the Amiato Centre schedule or at any other time.

Initial here

Payer Student

4. PAYMENT:

4.1 The Payer agrees to accept and to be bound to the applicable terms and conditions of the relevant Payment Option, as contemplated in the Irrevocable Written Undertaking to Pay, together with the Authority and Mandate for Payment.

4.2 If the annual payment has been made, the Payer recognizes that should they cancel this Agreement, they will not be reimbursed for the annual fee paid (or portion thereof). If an alternative payment option is elected the Payer recognizes that they are liable for the full annual fees.

4.3 Amiato Centre reserves the right to suspend a Student from all Tutoring and Facilitating immediately until such time as Amiato Centre has received payment in full of the arrear instalment(s) plus interest accrued thereon and legal costs on the scale as between attorney and own client, inclusive of collection commission, if any. 4.3.1 The Payer further acknowledge and agrees that the Student will not be allowed to continue with Amiato Centre Programme, if all the fees that are due to Amiato Centre are not paid in full, and / or the Payer / Student have any amounts outstanding on their account.

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4.4 If the Student is expelled from Amiato Centre, the Payer is still responsible for settling all outstanding balances as outlined in this Agreement.

4.5 Cash deposit fees will be charged on any cash deposited at the bank in line with the charges levied by the bank.

4.6 Only cash payment or direct electronic transfers will be accepted.

4.7 It is specifically recorded that the terms of payment, breach and termination due to non-payment as contemplated in the irrevocable Written Undertaking to Pay, shall have preference in respect of the Centre's right to institute action for non-payment.

Initial here

Payer Student

5. NOTICES AND DOMICILIUM:

5.1 The parties choose domicilium *citandi et executandi* for all purposes of giving notice as follows:

AMIATO LEARNING CENTRE:

38 Hubert Matthew Rd
Illiondale
Edenvale
1609
E-Mail: info@amaito.co.za
Telephone: 011-5240335

PAYER:

Physical Address Postal Address

E-Mail: _____

Telephone: _____

Cell Phone: _____

Fax: _____



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5.2 Any notice or communication required or permitted to be given in terms of this Agreement will be valid and effective only if it is in writing, but, where, in terms of this Agreement, any communication is required to be in writing, the term “writing” will include communications by e-mail.

5.3 The Payer chooses the residential address as set out in 5. as their chosed legal address for the services of all notices and legal processes and the postal and email addresses for all other communications by Amiato Centre to the Payer.

5.4 Any party hereto shall be entitled to change its domicilium from time to time provided that any such change shall only be effective upon receipt of notice in writing by the other party of such change.

6. WARRANTIES:

Unless expressly provided in this Agreement, Amiato Centre does not make any representations or give any guarantees or warranties of any nature whatsoever and all representations, warranties or guarantees that may be applicable by operation of law are excluded.

7. SURETY:

Any person that signs this Agreement as representative of the Student thereby binds him/herself as surety and co-principal debtor in *solidum* for any indebtedness of the Student to Amiato Centre to an unlimited amount, including existing, future and contingent indebtedness and such person further thereby renounces the benefits of exclusion, division, cession of action, revision of accounts, no value received and error in calculation.

8. CESSION AND ASSIGNMENT:

Neither the Student nor the Payer shall cede any of its rights acquired in terms of this Agreement or assign or negate any of its obligations therein.

9. FORCE MAJEURE:

9.1 Amiato Centre cannot be held responsible for any failure to perform its obligations under this Agreement for reasons beyond its reasonable control.

9.2 Amiato Centre shall not be liable for failure its obligations in terms of this Agreement if such failure is occasioned by force majeure, being any unforeseeable course of events or situation beyond the control of a party, which prevents that party from the fulfilment of its obligations under this Agreement.

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10. BREACH:

If either party breaches this Agreement and fails to remedy that breach within **14 (fourteen) days** of written notice from the other party calling for the breach to be remedied, then that party shall be entitled, without prejudice to any other rights that it may have, whether under this Agreement or in law, to cancel this Agreement without notice or to claim immediate specific performance of all the defaulting party's obligations, whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages.

11. GENERAL:

11.1 This Agreement constitutes the sole record of the agreement between the parties in regard to the subject matter thereof. No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11.2 No relaxation or indulgence which Amiato Centre may show to the Payer / Student shall in any way prejudice or be deemed to be a waiver of its rights hereunder nor shall such relaxation or indulgence preclude or stop Amiato Centre from exercising its rights in terms of this Agreement in respect of any further breach.

11.3 No amendment or cancellation of this Agreement shall be of any force or effect unless in writing and signed by both parties and their duly authorised representatives.

11.4 The Payer hereby consents that Amiato Centre may carry out a credit enquiry and may notify credit bureaus of the payers default in terms of this Agreement, and that such default may lead to debt collection and legal action against them, in which event the payer will become liable to pay all costs in connection with the collection of any amounts due by them in terms hereof including legal costs on the scale as between attorneys and own client, inclusive of collection commission. The Payer agrees to be bound by the terms and conditions of this Agreement mutatis mutandis.

11.5 South African Laws shall govern this Agreement between the parties.

Initial here

Payer Student

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FOR STUDENT AND PAYER

Signed at _____

(Place)

On this _____ (Day) of _____ (Month) 20____

(Year).

Student (Full name and ID number) Signature

Payer (Full name and ID number)

Signature

FOR AMIATO LEARNING CENTRE

Signed at _____

(Place)

On this _____ (Day) of _____ (Month) 20____ (Year).

Student *[Duly authorized]* Signature

Designation: