



Spes Nova

Plot 163 East Road, Mnandi A/H Centurion

APPLICATION FORM

This Application Form must be completed and signed by the Client stipulated below.

The Application Form must be returned with proof of payment of the Registration Fee per Learner (if applicable). **Please enclose a copy of the Learner's birth certificate and a copy of the Learner's latest school report.** Return the Application Form to Spes Nova. No application will be processed without an initial child assessment and proof of payment of the registration fee (if applicable), the accompanying documents and the necessary signatures on all annexures to this Application Form.

An Application Form must be completed in respect of each Learner's registration application.

Registration Fees:

A Registration Fee of **R750.00** is payable by the parents/guardians for each learner registered with Spes Nova, before the learner's first day at the centre.

Tutor Fees:

| Mark with "X" where applicable | Grade | Tutor Fees per month | Annual Tutor Fees |
|--------------------------------|----------|----------------------|-------------------|
| | Gr R-3 | R2,500 | R30,000 |
| | Gr 4-5 | R3,000 | R36,000 |
| | Gr 6-7 | R3,800 | R45,600 |
| | Gr 8-9 | R4,500 | R54,000 |
| | Gr 10-12 | R5,000 | R60,000 |

Settlement discount:

Settlement discount of 10% is granted when a learner's annual tutor fees are paid in full before 30 April 2024 and 5% settlement discount is granted when a learner's annual tutor fees are paid in full before 30 June 2024. Should a learner be sponsored, Settlement discount will still be applicable.

Please indicate **yes/no** if settlement discount will be utilised (Mark with an "X")

| YES: | NO: | Unsure: |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



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If yes, please indicate which option will be taken:

Tutor Fees settlement before (Mark with an "X"):

| | | | |
|----------------------|--|---------------------|--|
| 30 April 2024 | | 30 June 2024 | |
|----------------------|--|---------------------|--|

Sibling discount:

| Number of learners: | Sibling Discount percentage |
|------------------------|--------------------------------------|
| Oldest learner | Normal Tutor Fees |
| Second sibling | Automatic 10% discount on Tutor Fees |
| Third and more sibling | Automatic 15% discount on Tutor Fees |

Please indicate how many learners will be registered with Spes Nova (Mark with an "X"):

| | | | | | |
|------------|--|------------|--|-----------------------|--|
| One | | Two | | Three and more | |
|------------|--|------------|--|-----------------------|--|

Scribing Fees:

Should a learner require scribing during test cycles and exams the fee will be compulsory and will be additionally added to the monthly Tutor Fees:

R990 per term (**R3,960** annually)

The additional fee will be **R360 per month**. Please indicate with an "X" should the learner require scribing:

| | | | | | |
|-------------|--|------------|--|----------------|--|
| YES: | | NO: | | Unsure: | |
|-------------|--|------------|--|----------------|--|

Payment Instructions:

Fees are payable in advance on the 27th of the current month payments must be made for the next month.



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Banking details:

Bank Name: **Capitec Business /Mercentile Bank**

Account Type: **Cheque Account** (transact)

Bank Account Number: **1051 3246 37**

Branch Code: **450 105**

Reference: **Learner name/Invoice number**

Proof of payment: **accounts@spesnova.co.za**



Email: info@spesnova.co.za

Phone: Moné- 072 813 24 12

Zelda- 071 866 81 97



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LEARNER DETAILS

Full Name: _____ Surname: _____

Id Number: _____

Age: _____ Grade _____

PARENT "A" DETAILS

Full Names: _____ Work Tel: _____

Surname: _____ Home Tel: _____

Identity Number: _____ Cell: _____

Physical address (Domicilium Address): _____

Email (Domicilium Address): _____

Vehicle number plate/ Brand: _____ / _____

Postal address (Domicilium Address): _____



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PARENT "B" DETAILS

Full Names: _____

Work Tel: _____

Surname: _____

Home Tel: _____

Identity Number: _____

Cell: _____

Physical address (Domicilium Address): _____

Email (Domicilium Address): _____

Vehicle number plate/ Brand: _____ / _____

Postal address (Domicilium Address): _____

EST. 2023

CLIENT

PARENT "A" / **PARENT "B"** (place an "X" over your selection) hereby elects to be the "Client" in respect of the Learner's registration with Spes Nova. The Client shall be liable to make payment of all amounts due to Spes Nova in terms of this Agreement, whether incurred by the Learner or any Parent of the Learner. The Client acknowledges that he/she is fully responsible for all fees and costs with regard to the products and services provided by Spes Nova and accepts the responsibility to pay the full fees and related administration costs on/before the prescribed dates.

Client to sign here



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| MEDICAL CONDITION | | |
|---|-----|----|
| Does the Learner suffer from any of the following medical conditions: (place an "X" over your selection) | | |
| Allergies | YES | NO |
| Lung / Chest / Respiratory-system condition | YES | NO |
| Heart / Circulatory-system condition | YES | NO |
| Ear / Auditory-system condition | YES | NO |
| Skin / Epithelial-tissue condition | YES | NO |
| Muscle / Connective-tissue condition | YES | NO |
| Bones / Skeletal condition | YES | NO |
| Eye / Ocular-system condition | YES | NO |
| Digestive-system condition | YES | NO |
| If you answered "yes" to any medical condition, please provide detail on the condition to the extent it may be relevant to the Learner's participation at Spes Nova: Needs Education EST. 2023 | | |
| Please specify the Learner's medication (if any): | | |



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OTHER INFORMATION

| | | |
|--|-----|----|
| Does the Learner wear spectacles or contact lenses? If "yes", please specify here: | YES | NO |
| Is the Learner able to swim? | YES | NO |

RIGHT TO RECORD

Spes Nova reserves the right to record (by video or audio) all Sessions for quality control, safety, security and/or statistical purposes. All recordings are the property of Spes Nova. The Client hereby consents to Spes Nova:

- Recording (by video or audio) the Learner's classes for quality control, safety and security purposes; and
- Processing the Learner's personal information, in accordance with Section 35 of Protection of Personal Information Act 4 of 2013, to enable Spes Nova to perform its obligations in terms of this Agreement and the Client warrants that, in respect of the Learner, it is legally competent to consent to the above.

Client to sign here

Spes Nova
Special Needs Education
EST. 2023



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SPES NOVA TUTORING SERVICES GENERAL TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. This Agreement regulates the performance of the Services, by Spes Nova to the Learner, in accordance with the Program elected by the Client and shall regulate the relationship between the Client and Spes Nova, for the duration of the Agreement.
- 1.2. Spes Nova is not a registered public or independent school. Spes Nova is a tutor centre and an independent business that provides specialised educational services to any learner as long as the following applies. School learners seeking support/assistance must be on a curriculum that is in line with CAPS. Distance learners (home-schoolers) must be registered with IMPAQ. Spes Nova assist learners with the development and improvement of their learning, reading, mental skills and abilities.
- 1.3. Spes Nova typically provides tutoring and supplementary services to learners who receive education from their parent/legal guardian at their own home (i.e. home-school students). Where the Learner is of the age where school attendance is compulsory, as contemplated in Section 3 of the South African Schools Act 84 of 1996, it shall be the responsibility of the Client to ensure the Learner is duly registered with the relevant Department of Education to receive education at home.
- 1.4. This Agreement is supplemented by various policies, regulations, rules and proclamations issued by Spes Nova from time to time (the "Spes Nova Policy"). The Spes Nova Policy is available upon request. The most recent publication of the Spes Nova Policy shall supplement and replace the corresponding preceding Spes Nova Policy and is incorporated into this Agreement by reference. It is the responsibility of the Client to periodically familiarise himself/herself with the latest Spes Nova Policy.



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2. DEFINITIONS AND INTERPRETATION

This Agreement and the Annexures hereto, unless the context indicates a contrary intention, shall be interpreted in accordance with the following provisions, moreover the following defined words and expressions, having capitalised first letters, bear the meanings assigned to them, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning:

- 2.1. Agreement means this document together with Application Form as well as any other annexure enclosed herewith, constituting the service agreement between Spes Nova and the Client;
- 2.2. Application Form means the document stipulating, amongst other things, the details of the Client and Learner as well as the Program in terms of which the Learner is to receive the Service. Completing and submitting the Application Form is an offer by the Client to Spes Nova. The Application Form is enclosed herewith.
- 2.3. Client means the person as fully described in the Application Form, being the person contracting with Spes Nova in terms of this Agreement. The Client need not be the parent or guardian of the Learner. The Client shall be liable to make payment of all amounts due to Spes Nova in terms of this Agreement, whether incurred by the Learner or any parent of the Learner. In respect of a particular Learner, the Client may not be changed or substituted by another person until all amounts owing to Spes Nova by the current Client are paid in full;
- 2.4. Learner means the person fully described in the Application Form being a person who is registered, or desires to register, with Spes Nova to receive the Service;
- 2.5. Parties means Spes Nova and the Client and the term “Party” shall refer to either one as the context requires;



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- 2.6. Premises means any place/building where Spes Nova provides the Service;
- 2.7. Program means the specific educational course/module offered by Spes Nova and elected by the Client in the Application Form for which the Learner may be registered to receive the Service;
- 2.8. Program Term means the fixed period during which the Program shall be provided to the Learner. Unless otherwise agreed upon between the Parties in writing, the start and end dates of the Program Term shall be as stipulated in the Application Form;
- 2.9. Service means any specialised tutoring and education services to be provided by Spes Nova to the Learner in accordance with the Program;
- 2.10. Tutor Fee means the monthly fees payable in advance by the Client to Spes Nova for the rendering of the Service. The Tutor Fee shall be payable in accordance with the amounts and dates detailed in the Application Form;
- 2.11. Session means the times prescribed by Spes Nova during which the Tutor and Learner shall meet in order for the Learner to receive the Service and work through the Program;
- 2.12. Supplier means any third party product supplier prescribed by Spes Nova, from time to time at its sole discretion, for the purpose of registering the Client or Learner with such third party supplier for the purpose of procuring and purchasing any particular prescribed study material;
- 2.13. Spes Nova means Spes Nova and the term shall include the Tutor as the context requires;
- 2.14. Tutor means any natural person in the employment of Spes Nova who renders the Service;



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2.15. VAT shall mean value-added tax levied in terms of the Value-added Tax Act, 89 of 1991, as amended.

3. REGISTRATION AND DURATION

3.1. By completing and submitting the Application Form, the Client applies for the Learner's registration with Spes Nova in respect of the Program. The Client is fully responsible for the choice of the Program and is required to familiarise himself/herself with the requirements and the rules in respect of such Program. A list of the above mentioned requirements and rules are available upon request at the Premises.

3.2. This Agreement, as well as the Learner's registration with Spes Nova, shall:

3.2.1. Commences upon Spes Nova accepting the Application Form and registering the Learner in terms thereof;

3.2.2. Subsist for the Program Term, unless terminated early in accordance with the provisions contained herein; and

3.2.3. Automatically terminate upon expiry of the Program Term, unless otherwise agreed upon between the Parties in writing.

3.3 The Services are available to the public of all ages. The Learner may be registered in any Program appropriate to the Learner's level of ability. The Learner may be assessed from time to time by Spes Nova, at its sole discretion, to ensure the Learner is registered in terms of an appropriate Program as well as to determine whether the Learner is ready to progress to a higher academic level.

3.4 The Client may not be cede or assign this Agreement, or any part thereof, without Spes Nova's prior written consent.



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4. THE SERVICE

4.1. In terms of this Agreement, Spes Nova shall provide the Service to the Learner in accordance with the Program, for the duration of the Program Term. Spes Nova may hire additional Tutors to assist in providing the Service to the Learner under Spes Nova's supervision.

4.2. Regardless of anything to the contrary contained in this Agreement, the Client remains solely responsible for:

4.2.1. The Learner's academic training outside of the Program; and

4.2.2. Compliance with all applicable statutory requirements regarding the Learner's education.

4.3 At the end of the Program, Spes Nova shall review the progress of the Learner to establish if the Learner reached the required levels of proficiency and skill and make a recommendation to the Client regarding the possible extension of the Program Term or the registration of the Learner in respect of a new Program. In the event the Parties agree:

4.3.1 That the Program Term be extended, the provisions of this Agreement shall apply to such extension, subject to an amendment of the Program Term as well as the Tutor Fee applicable to such extended period, as agreed upon between the Parties in writing;

4.3.2 That the Learner be registered in terms of a new Program, the Parties shall enter into a new agreement in terms of such new Program.

4.4 Spes Nova reserves the right to stop all Services and place the Learner in a safe and calm environment, on the Premises, where the Learner cannot disturb other students, in the event:



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- 4.4.1 The Learner persists with improper or disruptive behaviour during a Session;
- 4.4.2 The Client fails to pay any Tutor Fee or other costs as they become due and payable;
- 4.5 All prescribed fees and expenses shall be and remain payable even though the Learner may have been refused access to a Session due to outstanding fees or disorderly behaviour.

5 SESSIONS

- 5.1 The Service is provided to the Learner by way of Sessions. The dates and times of the Sessions shall be as determined by Spes Nova from time to time at its sole discretion. The Learner's Session timetable shall be made available to the Client, upon request, at the Premises.
- 5.2 All Sessions assigned to the Learner are fixed and compulsory, however Spes Nova reserves the right to make changes to the Learner's Session timetable as it deems fit and undertakes to provide the Client with proper notice of any such changes.
- 5.3 No refunds shall be given for any Sessions, or part thereof, not attended by the Learner for whatever reason. Spes Nova is under no obligation to accommodate a Learner with alternative Sessions should a Session be missed. A "catch-up" Session will only be scheduled, upon agreement between the Parties, in respect of a Session cancelled as due to no fault of the Client or Learner, however, in the event a catch-up Session cannot be rescheduled before the end of the Program Term the Client shall forfeit that catch-up Session.



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5.4 Sessions will not take place, be rescheduled or be eligible for a refund, in the event:

- 5.4.1 Inclement weather or extraordinary circumstances, beyond the control of Spes Nova, prevents a Session from taking place, including electrical blackout (load-shedding) and government water restrictions; or
- 5.4.2 The Session falls on a public and/or school holiday (as stipulated at <http://www.gov.za/about-sa/schoolcalendar>); or
- 5.4.3 A Learner is late, fails to attend a Session or is denied participation in a Session, in terms of this Agreement.

5.5 The number of Sessions available during a week and/or month may vary depending on the number of weeks and Public Holidays in the particular month. The Client acknowledges that despite this variation in the number of Sessions the full Tutor Fee shall remain due and payable.

6 REGISTRATION FEE

- 6.1 Spes Nova may require the Client to pay a once-off registration fee upon registration of the Learner (hereinafter referred to as the “Registration Fee”) with Spes Nova. The Registration Fee shall be as stipulated on the Application Form and shall be separate from the Tutor Fee.
- 6.2 Where payment of a Registration Fee is prescribed, the Learner’s registration with Spes Nova shall be subject to the full payment of the Registration Fee on or before the start date of the Program Term.
- 6.3 In the event the Learner’s registration with Spes Nova is terminated for any reason whatsoever, the Client may be required to pay an additional Registration Fee in respect of any subsequent registration.



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7 TUTOR FEE

7.1 The Tutor Fee shall be as stipulated on the Application Form. The Client shall pay the Tutor Fees in advance of the performance of the Services.

7.2 In the event the Client fails to pay any portion of the Tutor Fee in accordance with the payment terms stipulated in the Application Form and such amount remains outstanding for a period of 7 (seven) business days from the date of having received written notification from Spes Nova to make such payment:

7.2.1 Spes Nova reserves the right to stop all Services and refuse the Learner entry to the Premises;

7.2.2 Spes Nova may handover, cede or assign the Client's account to any third party for the purposes of debt collection;

7.2.3 The Client shall be liable for all costs and expenses incurred in the recovery any outstanding funds, including but not limited to tracing, collection and legal costs (calculated on attorney and own client scale), internal administrative costs as well as all costs and expenses incurred in issuing demands, additional statements and invoices; and

7.2.4 Interest at a rate of 2% (two percent) per annum, compounded monthly, shall run against the total outstanding amount for each month or part thereof that the amount remains outstanding, calculated from the due date stipulated in the Application Form.

7.3 If any debit order is returned by the Client's bank as unpaid for any reason whatsoever, a penalty fee shall be charged to the Client's account equal to any penalties imposed by Spes Nova's bank in addition to an administration fee of a maximum of R 100.00 (one hundred Rand) per instance.

7.4 The Tutor Fee shall be payable in full even in the event the Learner has been refused access to any Service due to outstanding fees or disorderly behaviour.



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8 PRESCRIBED STUDY MATERIAL AND SUPPLIER

8.1 Spes Nova may, from time to time and at its sole discretion, prescribe certain study material in respect of any Program and may prescribe a particular Supplier from whom the Client or Learner is obliged to purchase the aforementioned prescribed study material. It is the responsibility of the Client to determine if any study material is prescribed in respect of the Program. A list of all prescribed study material is available upon request at the Premises.

8.2 In the event study material is prescribed in respect of the Program:

- 8.2.1 Such study material is a requirement to participate in such Program and no Service shall be provided until such requirement is satisfied. The Client is fully responsible for the procurement and purchase of the study material at his/her own cost. The Client hereby grants Spes Nova the necessary permissions to utilise such study material in the performance of the Service;
- 8.2.2 It is the responsibility of the Client to ensure that the necessary study material is received in time for the relevant Session;
- 8.2.3 No Learner shall be allowed to attend the Program if the Learner does not have a valid and up-to-date version of the prescribed study material at the relevant Session.

8.3 In the event a particular Supplier is prescribed in respect of the study material:

- 8.3.1 The relevant study material must be procured and purchased from such Supplier. The Client or Learner may be required to register with the Supplier in order to procure and purchase the prescribed study material; The Client is fully responsible for registration with the Supplier at his/her own cost;
- 8.3.2 The Client may be required to provide Spes Nova with written proof of registration, with the Supplier, prior to registering for the Program, however Spes Nova has no responsibility or obligation to ensure such registration. Registration with Spes Nova does not include registration with the Supplier and vice versa.



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9 CLIENTS' OBLIGATION

9.1 The Client shall:

- 9.1.1 Ensure that the Learner adheres to all applicable Spes Nova Policies;
- 9.1.2 Ensure the Learner behaves appropriately during Sessions and adheres to all instructions given by the Spes Nova staff. The Learner must at all times respect the rights and property of Spes Nova as well as that of the other students. The Client is responsible for any damages to property and any harm done to others by the Learner while under the care of Spes Nova;
- 9.1.3 Ensure that Learners completes all relevant assignments as arranged between Spes Nova and the Client and/or Learner;
- 9.1.4 Supervise the Learner at all times, particularly in and around Spes Nova parking area, until the Learner is safely within the Premises;
- 9.1.5 Pick-up and drop-off the Learner at the Premises at the times stipulated in the Spes Nova Policy. Whilst Spes Nova understands that delays are sometimes unavoidable, Spes Nova reserves the right to charge the Client a penalty fee of R 100.00 (one hundred Rand) for every 15 (fifteen) minutes or part thereof. the Learner remains uncollected after the Session has ended. Such penalty fee shall be charged against the Client's account. The penalty fee shall be charged at Spes Nova's discretion, taking into account repeated occurrences of late collections or extreme late collection without informing Spes Nova. Spes Nova does not accept responsibility whatsoever for the pick-up, drop-off or transportation of Learner. The Client is required, upon entering the Premises, to complete an attendance register and identify themselves as well as the accompanying Learner and shall be required to do the same upon exiting the Premises. Unless otherwise agreed upon between the Parties in writing, **Spes Nova will not release the Learner to any person other than the Client.**



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10 INDEMNIFICATION

10.1 While the health, safety and wellbeing of the Learner is of extreme importance to Spes Nova, Spes Nova cannot guarantee the health and safety of the Learner and therefore does not accept responsibility or liability for any injuries sustained by the Learner on the Premises or while attending Sessions. Accordingly, the Client hereby indemnifies Spes Nova against any claims, of whatever nature, for any damages, loss or injury sustained by the Learner on the Premises or while in the care of Spes Nova.

10.2 The Client indemnifies Spes Nova as well as its employees, contractors, representatives, agents, franchisees and distributors (“Indemnified Parties”) against all liabilities, losses, damages, penalties, costs, expenses, legal fees and disbursements (which shall be recovered on an attorney and own client scale) and any other costs incurred by the Indemnified Parties as a result of any action, claim, demand or proceeding brought against them, arising out of the wilful or negligent act or omission or breach by the Client or the Learner of any of the terms or conditions of this Agreement as well as any damage, loss, injury or death suffered by the Client or the Learner.

11 INTELLECTUAL PROPERTY

11.1 Spes Nova owns or holds a license in respect of all rights, title and interest in and to all information and material utilised in rendering the Service (hereinafter referred to as the “Proprietary Information”). All Proprietary Information is subject to copyright and/or other trademark and/or intellectual property protection and any unauthorised reproduction or use thereof is prohibited.



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11.2 Spes Nova owns or holds a license in respect of all rights, title and interest to the intellectual property pertaining to the “Spes Nova” business, including the “Spes Nova” name, trading name, products, educational programmes, logo and/or image, whether they are capable of registration or not.

11.3 The Client acknowledges and agrees that it shall be liable for any damages incurred by Spes Nova, to a minimum amount of R 50 000.00 (fifty thousand Rand) in the event that the Client copies, reproduces or distributes Spes Nova products and study material without Spes Nova’s prior written consent, or allows any other person to do so while under the Client’s supervision. Spes Nova also reserves its right to pursue all other legal remedies available to it, against the Client, in the event of such infringement.

12 MEDICAL EMERGENCY

The Client hereby authorises the management and staff of Spes Nova to consent, in the Client’s place and stead, to medical treatment of the Learner in the event of an emergency and if no contact could be established with the Client. The Client at all times remains fully responsible for any of the Learner’s medical costs.

13 ACKNOWLEDGMENTS AND WARRANTIES

13.1 The Client hereby acknowledges and warrants that:

13.1.1 It has the legal capacity to enter into this Agreement and is able to fully comply with the applicable provision contained herein;

13.1.2 It is duly authorised to grant all permissions, consents and warranties stipulated in this Agreement as they pertain to the Learner;

13.1.3 All information provided on the Application Form is true, accurate and is a material term of this Agreement;



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- 13.1.4 It renounces any benefits to which it may be entitled to in law, including the benefits of “no value received, revision of accounts, non numerata, non causa debeti (that there does not exist valid grounds for the debt/s) errore calculi (that there was a mistake in the calculation of any outstanding amount), and revision of accounts”, the meaning and effect of which the Client understands and acknowledges that It is fully acquainted with;
- 13.1.5 This Agreement is supplemented by the Spes Nova Policy and is familiar and shall comply with the most recent version of the Spes Nova Policy;
- 13.1.6 Personal property is brought onto the Premises at the Client’s own risk and Spes Nova is not responsible for any loss or theft thereof;
- 13.1.7 It is aware of all Spes Nova’s indemnities. It is the responsibility of the Client to make himself/herself aware of any indemnity that is in force at Spes Nova. The Client may request Spes Nova to direct the Client’s attention to any notice board or document stipulating the relevant indemnity;
- 13.1.8 It is fully familiar, and shall comply, with the provisions of the South African Schools Act, 84 of 1996 (as amended) as well as all other laws applicable to the Learner’s education (if any); and
- 13.1.9 It is not relying upon any statement or representation except those expressly set forth in this Agreement and has been free to secure independent professional advice as to the nature and effect of this Agreement.

14 DOMICILIUM CITANDI ET EXECUTANDI

- 14.1 The Parties choose as their respective domicilium citandi et executandi (hereinafter referred to as “Domicilium”) the email address and physical address stipulated in the Application Form in respect of each Party.
- 14.2 The Parties choose their Domicilium for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option).
- 14.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, however it shall be competent to give notice by email.



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14.4 Any Party shall by written notice to any other Party change the address chosen as its Domicilium to another address. Any physical Domicilium address must be located within the Republic of South Africa and may not be a poste restante.

14.5 Any notice to a Party:

14.5.1 Sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to it at its Domicilium shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved); or

14.5.2 Delivered by hand to a responsible person associated with the recipient during ordinary business hours at its Domicilium shall be deemed to have been received on the day of delivery. The Sender shall be entitled to affix the notice to the premises in the event the recipient is not present and such affixing shall be sufficient service; or

14.5.3 Sent by email to its chosen address shall be regarded:

14.5.3.1 As sent by the sender when it enters an information system outside the control of the sender or, if the sender and recipient are in the same information system, when it is capable of being retrieved by the recipient; and

14.5.3.2 As having been received by the recipient when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient; and

14.5.3.3 As having been sent from the sender's usual place of business and as having been received at the recipient's usual place of business.

14.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen Domicilium.



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15 BREACH

15.1 If any Party is in breach or fails to observe any of the provisions of this Agreement (“Defaulting Party”) and fails to remedy such breach or failure within 7 (seven) days of having received written notification from the non-defaulting Party to do so, the non-defaulting Party shall, in addition to any other remedies available to it in law, be entitled to institute action against the Defaulting Party, claiming:

15.1.1 Cancellation of this Agreement with immediate effect; and/or

15.1.2 Recover of any damages which it may have suffered; or 15.1.3. Specific performance.

15.2 The Defaulting Party shall be liable for all costs and expenses (calculated on an attorney and own client scale) incurred as a result of or in connection with the Defaulting Party’s breach of this Agreement.

15.3 Any breach notice given in terms of this clause shall clearly:

15.3.1 Define and stipulate the nature of the breach or failure;

15.3.2 Draw attention to the provisions of this clause;

15.3.3 State the conditions under which the complaining Party will consider the breach or failure as remedied.

16 TERMINATION

16.1 **Either Party may terminate this Agreement and/or the Program early upon 3 (three) calendar months written notice.**



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16.2 In the event of the Client terminating this Agreement and/or the Program early and **failing to provide proper notice as contemplated directly above, a penalty shall be charged equivalent to the Tutor Fee payable for the remainder of the duration of the relevant Program Term to a maximum of 3 (three) months.**

16.3 Spes Nova may terminate this Agreement by written notice to the other Party (with immediate effect subject to clause 15) in the event the Client:

16.3.1 Defaults in any payment due under this Agreement;

16.3.2 Fails to comply with any representation or warranty contained herein;

16.3.3 Fails to comply with any applicable laws in the performance of this Agreement;

16.3.4 Purports to assign, cede, change or otherwise transfer this Agreement without Spes Nova's prior written consent; and the Client shall have no claim against Spes Nova with respect of such termination.

17 GENERAL

17.1 Where any term is defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the term so defined has limited Application Form to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this clause.

17.2 The words "include", "including" and "in particular" shall be construed as being by way of example or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding word/s.

17.3 The words "other" or "otherwise" shall not be construed eiusdem generis with any preceding words where a wider construction is possible and the eiusdem generis-rule shall not be applied in the interpretation of this Agreement.



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- 17.4 References to a “person” shall include where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, organisation, association or partnership, whether or not having separate legal personality.
- 17.5 The term “day” shall be construed as calendar days unless qualified by the word “business”, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
- 17.6 A reference to weeks, months or years shall, unless the contrary is expressly stated, be a reference to calendar weeks, months or years respectively.
- 17.7 The number of days indicated to commit an act or indicated for any other purpose, is calculated by excluding the first day and including the last day.
- 17.8 Words importing:
- 17.8.1 Any one gender includes the other gender;
 - 17.8.2 The singular shall include the plural and vice versa;
 - 17.8.3 Natural persons include juristic persons and vice versa.
- 17.9 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 17.10 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 17.11 This Agreement constitutes the whole Agreement between the Parties relating to the subject matter hereof. There are no commitments, agreements, or understandings between the Parties other than those expressly set out herein.



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- 17.12 The clause headings to this Agreement are for reference purposes only and do not bear upon the interpretation of the Agreement.
- 17.13 If any provision, in a definition or any annexure, is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition and/or interpretation clause or the annexures, effect shall be given to it as if it was a substantive provision in the body of the Agreement.
- 17.14 The rule that the agreement must be interpreted against the party that drew up the agreement (contra preferentem-rule) shall not apply in the interpretation of the Agreement and the parties record that the Agreement was the result of negotiations between them and that they had the right to obtain legal advice on the Agreement.
- 17.15 Any provision in this Agreement which is and/or may become illegal, invalid or unenforceable in any jurisdiction in which this Agreement operates shall be treated as pro non scripto to the extent of such prohibition or unenforceability from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement.
- 17.16 All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 17.17 The expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they shall operate after any such expiration or termination or which by necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.



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- 17.18 No addition, variation, deletion, or agreed cancellation of any clause or provision of this Agreement or other document issued or executed pursuant to or in terms of this Agreement (excluding the provisions stipulated in the Application Form which may be unilaterally amended by Spes Nova and contemplated in this Agreement, including the Session dates and times), and no waiver, suspension or postponement by any Party of any right arising out of or in connection with this Agreement and no settlement of any disputes arising from this Agreement, shall be binding or of any force or effect unless in writing and signed by the Parties. Such force and effect shall only be to the extent expressly stipulated in writing.
- 17.19 No latitude, extension of time or other indulgence which may be given or allowed by any Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of such Party's rights in terms of or arising from this Agreement or estop or preclude any Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof. Any such latitude, extension, waiver or relaxation, delay or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 17.20 Save as otherwise stipulated in this Agreement, neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by any Party without the prior written consent of all of the other Party.
- 17.21 Unless otherwise stated, all amounts referred to in this Agreement are inclusive of VAT, and in so far as any VAT is payable on any such amounts, it shall be paid by the Party making the payment in question.



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17.22 This Agreement incorporates the annexures, which annexures shall have the same force and effect as if set out in the body of this Agreement.

17.23 The expiration or termination of this agreement shall not affect those provisions of this agreement which expressly provide that they shall operate after any such expiration or termination or which must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this.

17.24 The Parties agree that all matters arising out of or in connection with the interpretation, implementation, termination or cancellation of this Agreement shall be governed in accordance with the laws of force in the Republic of South Africa from time to time and the law of the Republic of South Africa shall be deemed for all purposes to be the proper law of this Agreement.

17.25 The Parties consent and acknowledge that the High Court or, at the option of Spes Nova, the Magistrates Court shall have jurisdiction in regard to any legal proceeding arising out of, or in connection with, this Agreement, or its breach, notwithstanding that the amount of a claim may exceed the jurisdiction of the latter Court.

17.26 This contract / agreement supersedes all and any previous contract / agreements, if any.



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I, _____ [full names and surname],
_____ [identity number] acknowledge and confirm that I
have read and understood all the terms and conditions of this agreement and that these
terms and conditions were explained to me to my satisfaction. By my signature below I
agree and consent to the terms and conditions of this agreement.

Signed at _____ on this the _____ day of _____ 20__.

Client:

Name & Surname Signature

Signed at _____ on this the _____ day of _____ 20__.

Witnesses:

Name & Surname Signature