

Parent's Name / Company: _____
Address: _____
Code: _____ Date: _____
PO Box: _____ Area: _____ Code: _____
Tel. (H): _____ (W): _____ Other: _____
Co. Order Number: _____ Email: _____
Employer's Name: _____ Occupation: _____
Address: _____

ACTIVE LEARNING COURSE

Name of Trainee: _____ Tuition Date: _____

Language Medium: _____

Adult Senior Junior Venue: _____

For which I agree to pay the Company R _____

R _____

TOTAL R _____

BY CREDIT CARD:

Name of Card Holder: _____

Card Number: _____ Expiry Date: _____

Budget / Months: _____

Authorisation No (last 3 digits): _____

Authorised Signatory: _____

RECEIPT: Cash _____ Cheque _____ Date _____

NOTES: _____

This enrolment / order is subject to the terms and conditions set out on the reverse side hereof, the contents whereof I have read and understood, being fully aware that such terms and conditions are intended to form part of this contract.

Signature: _____ Date: _____

If under 21 or married in community of property

Signature of Guardian / Husband: _____ Position / Relation to student: _____

Accepted by the Seller: _____ Date: _____

BANKING DETAILS:

Bank: NEDBANK, Southern Peninsula

Account Number: 123 204 4962

Branch Code: 123 209

TERMS AND CONDITIONS

1. The seller shall provide or procure the tuition relating hereto, on the tuition date specified on the reverse side hereof. Tuition shall be given at the venue specified on the reverse side hereof.
2. The purchaser shall pay the total purchase price in the amounts and in the manner specified on the reverse side. Where the purchase price is payable in instalments and where the purchaser fails to pay any instalment on due date, the full balance of the purchase price then outstanding will immediately become due and payable, and interest at the maximum rate permissible in law shall be payable on the balance so outstanding, from the date of default to the date of final payment.
3. All costs incurred by the seller in enforcing the provisions of this agreement, including tracing agent charges, collection commission and costs on the scale as between attorney and client shall be payable by the purchaser.
4. Amounts paid by the purchaser are not refundable under any circumstances.
5. The purchaser shall remain personally liable for payment of the total purchase price, notwithstanding that the purchaser may fail to attend tuition relating hereto. In the event of the purchaser dishonouring any cheque the purchaser will be held personally liable for the full outstanding amount and all legal costs.
6. The purchaser shall not have any claim to the intellectual property rights (including but not limited to copyright and trademark rights) vested in Active Learning, and shall not be entitled to reproduce, distribute or adapt any part thereof.
7. The purchaser acknowledges that the Active Learning Course is purchased without any warranty of whatever nature and further acknowledges that the success which can be achieved by the application thereof depends wholly on the efforts of the purchaser.
8. Any variation, alteration, amendment or consensual cancellation of this agreement shall only be valid if in writing and signed by both parties.
9. The purchaser chooses as his domicilium citandi et executandi his physical address stated on the reverse side hereof.
10. The purchaser indemnifies and holds the seller harmless for any damages of whatsoever nature sustained by the seller or claimed from the seller in respect of any negligent or wilful act or omission committed by the purchaser whilst the seller was in the process of providing the tuition to the purchaser.
11. Further, the purchaser indemnifies, and holds the seller harmless in respect of any liability, injury or damage from whatsoever cause arising which occurred whilst the purchaser was in the process of obtaining such tuition.