



**GREATER KRUGER**

• HOTEL SCHOOL & TRAINING CENTRE •



Greater Kruger Hotel School & Training Center  
Moditlo Private Game Reserve  
Moditlo Estate Main Gate Complex  
R40 Hoedspruit  
PO Box 1394  
Hoedspruit, Limpopo  
1380



+72 82 338 7406



hello@gkhotelschool.co.za

## TERMS AND CONDITIONS:

The terms and conditions contained herein, read together with the applicant's declaration, constitute the entire Agreement between Greater Kruger Hotel School and Training Centre and the Student/Guardian/Sponsor. Any failure by Greater Kruger Hotel School and Training Centre to exercise any right or provision contained in these terms and conditions shall not constitute a waiver of such right or provision.

### 1. DEFINITIONS AND ABBREVIATIONS:

- 1.1 "Applicant" is the person applying to be a Student at Greater Kruger Hotel School and Training Centre;
- 1.2 "Application" refers to Greater Kruger Hotel School and Training Centre application form and supporting documentation submitted to Greater Kruger Hotel School and Training Centre for the Application for enrolment of any course.
- 1.3 "Application fee" is the fee charged by Greater Kruger Hotel School and Training Centre for the consideration of an Applicant's application;
- 1.4 "CPA" refers to The Consumer Protection Act, Act 68 of 2008;
- 1.5 "Course" refers to the full period of studies for which application was made;
- 1.6 "Culinary Arts" relates to the practice of cooking or the activity of cooking or theoretical instruction;
- 1.7 "Domicile" is the residence where you have your permanent home or principle establishment and the place to, whenever you are absent, intend to return;
- 1.8 "Electronic Communication" includes communication by telephone, email, fax, sms, and internet and any similar technology or device;
- 1.9 "in-service traineeship" refers to the period where a Student is required to attend an internship within the hospitality industry;
- 1.10 "Party" refers to the parties to this Agreement, the Student/Guardian/Sponsor or Greater Kruger Hotel School and Training Centre;
- 1.11 "Student" is a person who is accepted by Greater Kruger Hotel School and Training Centre to study and is enrolled for any course.
- 1.12 "Greater Kruger Hotel School and Training Centre" refers to Greater Kruger Hotel School and Training Centre (Pty) Ltd Reg No: 2018/062559/07;





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## 2. COMMENCEMENT

2.1 This Agreement shall commence when the Student/Guardian/Sponsor is accepted at Greater Kruger Hotel School and Training Centre and will continue indefinitely until terminated by Greater Kruger Hotel School and Training Centre for any reason;

2.2 An acceptance letter will be sent to a Student/Guardian/Sponsor once the Student/Guardian/Sponsor is accepted to study at Greater Kruger Hotel School and Training Centre.

## 3. STRUCTURE OF FEES

3.1 A non-refundable application Fee of R500,00 (five hundred Rand) is payable on submission of the application form.

3.2 A Registration Fee payable upon Registration of each year. This fee covers all registration fees at the Registered Institutions, examination fees, two sets of branded uniforms, a set of Chef's knives and a tablet with the full curriculum.

3.3 A 50% Deposit of the course fee is payable upon Registration in order to secure your seat.

3.4 The Remaining 50% of the course fee is payable in respect of Class Fees by means of choice indicated in Section 2 of this Agreement.

3.5 Full settlement of all course fees is required for examination admission.

3.6 Full settlement of the annual course fee before commencement of the course, qualifies you for a 5% discount

## 4. INDEMNITY

4.1 The Student/Guardian/Sponsor undertakes not to institute any claim of any nature against Greater Kruger Hotel School and Training Centre, their Landlord or any employee of Greater Kruger Hotel School and Training Centre and not to hold any of them responsible for any damage or loss of any nature whatsoever that the Student/Guardian/Sponsor personally, may sustain and which directly or indirectly follows from any of the following:-

4.2 The Student/Guardian/Sponsor's participation in any activity of any nature whatsoever that is related to his/her studies or training, or to sport, recreation or team building of any nature;

4.3 The Student/Guardian/Sponsor's utilization of any premises, building, equipment or facility of Greater Kruger Hotel School and Training Centre of any nature whatsoever, or his/her residence in or visiting of Greater Kruger Hotel School and Training Centre's premises and that such participation, utilization, residence or visiting will be undertaken by the Student/Guardian/Sponsor at his or her own risk and the Student/Guardian/Sponsor freely accepts the risks involved therein.





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## 5. LIMITATION OF LIABILITY

- 5.1 Greater Kruger Hotel School and Training Centre makes no warranty, nor accepts any responsibility or liability of any nature whatsoever, for:-
- 5.2 Any claims, loss or damage of whatsoever nature arising out of or in connection with the supply of any services in any way related to the Agreement;
- 5.3 The termination and/or suspension of the Agreement;
- 5.4 Within reason, Greater Kruger Hotel School and Training Centre will provide prevention.

## 6. BINDING NATURE OF THESE TERMS AND CONDITIONS

- 6.1 These Terms and Conditions are a legally binding Agreement between the Student/Guardian/Sponsor and Greater Kruger Hotel School and Training Centre;
- 6.2 The Student/Guardian/Sponsor is deemed to have read, understood and agreed to these terms and conditions;
- 6.3 The Student/Guardian/Sponsor is deemed to have the required legal capacity to enter into and be bound by the terms and conditions stipulated herein, and where a Student/Guardian/Sponsor who is a minor has entered into this agreement with the consent of his or her parent or Guardian;
- 6.4 The Student/Guardian/Sponsor guarantees and agrees to be personally liable for all obligations arising from this Agreement.

## 7. RELAXATION

- 7.1 No extension of time, waiver or relaxation of any of the provisions or terms of this Agreement or any document issued pursuant to or in terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party to any extension, waiver or relaxation from exercising its rights strictly in accordance with this Agreement.

## 8. NON-VARIATION

- 8.1 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all parties or their duly authorised representatives.

## 9. BREACH

- 9.1 If a Student/Guardian/Sponsor breaches any term of this Agreement or fails to fulfil any obligation imposed upon him/her in terms of Greater Kruger Hotel School and Training Centre code of conduct or rules, including a failure to pay any amount owing to Greater Kruger Hotel School and Training Centre then, Greater Kruger Hotel





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School and Training Centre may forthwith and without notice to the Student/Guardian/Sponsor either terminate this Agreement or call for specific performance in respect of all the Student/Guardian/Sponsor's obligations and immediate payment of all sums of money owing by the Student/Guardian/Sponsor;

- 9.2 Greater Kruger Hotel School and Training Centre shall be entitled to forthwith or without notice terminate this Agreement in the event that the Student/Guardian/Sponsor is sequestered;
- 9.3 In the event that the Student/Guardian/Sponsor fails to effect payment of any amount owing to Greater Kruger Hotel School and Training Centre on the due date, the Student/Guardian/Sponsor shall be liable to effect payment with interest at the prevailing legal interest rate of 10% per annum from the due date to the date of payment;
- 9.4 In the event that the Student/Guardian/Sponsor breaches any term of this agreement, then the Student/Guardian/Sponsor agrees that he/she shall be liable for all legal expenses of Greater Kruger Hotel School and Training Centre on the scale as between attorney and client, which shall include interest, tracing fees and collection commission as the case may be;
- 9.5 In addition to the above, any Student/Guardian/Sponsor whose Agreement is cancelled/terminated due to a breach on the Student/Guardian/Sponsors behalf will not be permitted to complete their course and examinations. Any fees or monies due to Greater Kruger Hotel School and Training Centre shall become due and payable immediately upon termination.

## **10. APPLICABLE LAW**

10.1 This Agreement has been concluded in the Republic of South Africa and as a result shall be governed by and construed in accordance with laws of the Republic of South Africa and the jurisdiction of the South African Courts;

10.2 In the event of any dispute between Greater Kruger Hotel School and Training Centre and the Student/Guardian/Sponsor arising out of this Agreement, the South African law will apply and the appropriate courts of South Africa shall have jurisdiction;

10.3 The Student/Guardian/Sponsor agrees that Greater Kruger Hotel School and Training Centre shall be entitled, but not obliged, to institute any action against the Student/Guardian/Sponsor arising out of this Agreement in any Magistrate's Court having jurisdiction in terms of Section 28 of the Magistrate's Court's Act No. 32 of 1944 (as amended), notwithstanding that the amount of the claim might otherwise exceed the jurisdiction of that Court.





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## 11. TERMINATION & CANCELLATION FEES

11.1 Should the Student/Guardian/Sponsor decide that he/she does not wish to complete the specific course applied for that academic year, the Student/Guardian/Sponsor may cancel the Agreement by providing the following 2 (two) calendar months written notice to Greater Kruger Hotel School and Training Centre prior to the starting day of that specific course.

11.2 In case of cancellation of a new Application, the Application and Registration fees will be forfeited and the Applicant will also be liable to pay a cancellation fee of R3000,00 (three thousand Rand).

11.3 The Student/Guardian/Sponsor will be liable to Greater Kruger Hotel School and Training Centre for any amounts owed to Greater Kruger Hotel School and Training Centre in terms of the Agreement up to the date of cancellation;

11.4 Where Student/Guardian/Sponsor provides notice of a cancellation of at least two (2) calendar months prior to the start of a new academic year, Greater Kruger Hotel School and Training Centre will not charge a cancellation fee for the cancellation of the Agreement.

11.5 Where a Student/Guardian/Sponsor provides notice of cancellation during an academic year, Greater Kruger Hotel School and Training Centre will impose a cancellation fee equivalent to the residue of the tuition fees for that academic year only and not for the full course;

11.6 The cancellation fee will become immediately payable to Greater Kruger Hotel School and Training Centre on receipt of the written notice from the Student/Guardian/Sponsor.

## 12. GENERAL

12.1 This contract constitutes the entire and only agreement between Greater Kruger Hotel School and Training Centre and the Student/Guardian/Sponsor/Client, and supersedes any and all prior or simultaneous agreements, representations, warranties and understandings in respect of the goods, services and information provided by or through the School and the subject matter of the Contract. The Student/Guardian/Sponsor/Client agrees to review this contract prior to Application and Registration process and it shall be deemed acceptable on the receipt back of this contract.

12.2 It is specifically recorded that the Student/Guardian/Sponsor/Client shall remain liable for the full purchase price of the Course in the event of a failure of a Student to complete the Course for any reason whatsoever.

12.3 Study material provided to the Student may not be passed on or access given to anyone other than the registered Student.





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- 12.4 In the event where a Student study material is lost, stolen or damaged, an additional cost of R2000,00 (two thousand Rand) will be payable immediately to cover the cost of replacement thereof.
- 12.5 In the event where a Student/Guardian/Sponsor/Client fail to make payments as undertaken in Section 2 of this Agreement, the Student may be suspended, and the full balance of any outstanding amounts shall become payable within 7 (seven) days. Greater Kruger Hotel School and Training Centre shall be entitled to proceed with legal action to recover the outstanding fees.
- 12.6 In the event where a Student is suspended for whatever reason, it will be his/her personal responsibility to catch up on whatever work he/she has missed.
- 12.7 In the event where a Student payment become in arrears or if legal action is instituted, the Student/Guardian/Sponsor/Client hereby undertakes to pay all legal costs, including legal charges, collection charges, tracking costs and commissions. The Student/Guardian/Sponsor/Client consents in Terms of the Provisions and Section 65 of the Magistrates Court Act No 32 of 1944 to an emoluments attached order to be issued, without further notice to the Student/Guardian/Sponsor/Client, from the court of the District in which the Student/Guardian/Sponsor/Client's employer resides, carries on business, or is employed and that the amounts of the emoluments be attached in instalments as reflected on the agreements with Greater Kruger Hotel School and Training Centre.
- 12.8 The Student/Guardian/Sponsor/Client is fully aware of the accreditation status of the specific course/courses that he/she is enrolled for.
- 12.9 Greater Kruger Hotel School and Training Centre reserves the right to cede or cancel this agreement at any time within reason.
- 12.10 Greater Kruger Hotel School and Training Centre guarantees to provide tuition for the period stated per each course/programme from date of registration.
- 12.11 The Student/Guardian/Sponsor/Client hereby agrees to the preferred means of communication method indicated in Section 1 of this agreement. This method of communication will be regarded as the valid means of communication in respect of this agreement.
- 12.12 This agreement becomes legal and binding upon completion and signature thereof.
- 12.13 The Student/Guardian/Sponsor/Client warrants that the information disclosed in this agreement is true and correct in every respect.
- 12.14 The Student/Guardian/Sponsor/Client undertakes to notify Greater Kruger Hotel School and Training Centre in writing at any stage that a change of contact details occurs.
- 12.15 The Greater Kruger Hotel School and Training Centre registration fee does not form part of the full course fee and becomes payable on acceptance of the Student.
- 12.16 Domicilium citandi et executandi (physical address for official notices): I/We the undersigned hereby appoint as our domicilium citandi et executandi for all purposes in terms of this agreement, including services of legal process, the addresses provided by the Student/Guardian/Sponsor/Guardian/Sponsor.





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### DECLARATION BY APPLICANT / STUDENT/GUARDIAN/SPONSOR

I, the undersigned,

\_\_\_\_\_

Print Name

do hereby declare that: -

1. I have acquainted myself with the contents of this application form including, *inter alia*, the terms and conditions enclosed herewith;
2. The particulars furnished by me in this application are true and correct;
3. I confirm that I do not have a criminal record or any criminal charges pending against me;
4. I fully understand that Greater Kruger Hotel School and Training Centre is entitled to cancel my registration immediately, should it become apparent that any of the particulars furnished by me in this application are untrue or incorrect;
5. I confirm that I have read, understood and acquainted myself with the provisions relating to the Consumer Protection Act, Act 68 of 2008. I have made the necessary enquires with Greater Kruger Hotel School and Training Centre to satisfy myself that the cancellation fees referred to in Paragraph 11.2 of the terms and conditions of this Agreement is fair and reasonable, and that should I at any stage cancel the Agreement I will immediately pay the cancellation fees aforementioned;
6. I understand that the application fee is not a deposit, advanced booking, reservation or order as referred to in Section 17 of the Consumer Protection Act, Act 68 of 2008, and is not refundable unless my application is unsuccessful;
7. I understand that if I am arrested for any reason while studying at Greater Kruger Hotel School and Training Centre, I will be immediately suspended from lecturers, internships and classes;
8. I understand that if I am formally charged of any criminal offense while studying at Greater Kruger Hotel School and Training Centre, we reserve the right to expel you with immediate effect;





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9. I have acquainted myself with, and undertake throughout all the years for which I am registered as a Student/Guardian/Sponsor at Greater Kruger Hotel School and Training Centre, to abide by and to be bound to all of the accompanying terms and conditions of Greater Kruger Hotel School and Training Centre, the code of conduct, the disciplinary code and Greater Kruger Hotel School and Training Centre' tariffs of fees outlined herein, including any amendments thereto and any substitutions thereof which I confirm that I will keep myself acquainted with;
  
10. I authorise Greater Kruger Hotel School and Training Centre, in the event of my requiring urgent medical treatment, to acquire appropriate medical assistance and that I accept responsibility for the payment of the costs thus incurred;
  
11. I will immediately acquire the necessary medical advice or treatment if I have reason to suspect that I have any contagious or infectious disease capable of creating a risk to other persons through my participation in any aspect of Greater Kruger Hotel School and Training Centre activities, attendance of any instructional occasion, taking of examinations or tests or participation in Greater Kruger Hotel School and Training Centre related projects, sport or recreation; and If in terms of such medical advice, it is desirable, I will withdraw from any Greater Kruger Hotel School and Training Centre activity;
  
12. I indemnify Greater Kruger Hotel School and Training Centre against any liability of whatsoever nature that may directly or indirectly rise for Greater Kruger Hotel School and Training Centre in consequence of my failure to comply with this undertaking;
  
13. I undertake to pay punctually all application, registration, tuition, class, and other fees as Greater Kruger Hotel School and Training Centre may from time to time charge during the year for which I am registered as a Student/Guardian/Sponsor at Greater Kruger Hotel School and Training Centre.

\_\_\_\_\_  
**APPLICANT/ SPONSOR'S SIGNATURE**

\_\_\_\_\_  
**PLACE OF SIGNATURE**

\_\_\_\_\_  
**DATE**



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## DECLARATION BY PARENT OR GUARDIAN

(In the circumstances where the Applicant is a minor, (i.e. below the age of eighteen years), this portion of the application form must be completed by his/her parent or guardian.)

I, the undersigned

\_\_\_\_\_  
**Print Name**

hereby declare that: -

1. I have acquainted myself with the contents of, and consent to, the declaration by my minor child or ward in the declaration by the Applicant above and that the particulars furnished by him/her in the application form are true and correct;
2. I consent in particular to my minor child's or ward's undertaking throughout all his/her years of study to abide by Greater Kruger Hotel School and Training Centre', terms and conditions, code of conduct, disciplinary code and tariffs of fees outlined herein;
3. I accept joint and several responsibilities with my minor child or ward for the due payment of all fees which may become due and payable to Greater Kruger Hotel School and Training Centre during all the years for which he/she registers as a Student of Greater Kruger Hotel School and Training Centre including studies subsequent to his/her attainment of majority and I undertake to pay the said fees when due and payable;
4. I have read, understood and acquainted myself with the provisions relating to The Consumer Protection Act, Act 68 of 2008. I have made the necessary enquiries with Greater Kruger Hotel School and Training Centre to satisfy myself that the cancellation fees referred to in Paragraph 11.2 of Greater Kruger Hotel School and Training Centre' terms and conditions are fair and reasonable, and that should I or my minor child or ward at any stage cancel the Agreement I will immediately pay the cancellation fees mentioned;
5. I have acquainted myself with, and undertake throughout all the years for which my minor child or ward is a Student at Greater Kruger Hotel School and Training Centre, to abide by and to be bound to all of the accompanying terms and conditions of Greater Kruger Hotel School and Training Centre' tariffs of fees outlined herein, including any amendments thereto and any substitutions thereof.

\_\_\_\_\_  
**FATHER, MOTHER OR  
GUARDIAN SIGNATURE**

\_\_\_\_\_  
**CAPACITY**

\_\_\_\_\_  
**PLACE OF SIGNATURE**

\_\_\_\_\_  
**DATE**



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## SURETYSHIP / SPONSOR

I, the undersigned

---

### Print Name

1. I do hereby bind myself as surety and co-principal debtor jointly and severally with the above Applicant, hereinafter referred to as the Student, for the due payment by the Student/Guardian/Sponsor of all and any monies which the Student may now or from time to time hereafter owe to Greater Kruger Hotel School and Training Centre, from whatsoever cause and howsoever arising, including but not limited to any amounts owing to Greater Kruger Hotel School and Training Centre in respect of all tuition fees or any other fee or expense in terms of the agreement between Greater Kruger Hotel School and Training Centre and the Student/Guardian/Sponsor which shall become due and payable by the Student/Guardian/Sponsor prior to or at any time after signature hereof;
2. I consent to the jurisdiction of the Magistrate's Court having jurisdiction of me, in terms of 28 of the Magistrates Court Act, Act 32 of 1944 (as amended) notwithstanding that the amount of the claim might otherwise exceed the Jurisdiction of the Court;
3. I undertake to immediately pay upon demand all amounts due and payable by the debtor and accept all liability for all tracing charges, stamp duty, legal costs on an attorney-and-own-client scale and collection commission, that may be incurred by Greater Kruger Hotel School and Training Centre in recovering all or endeavouring to recover from the debtor or myself the whole or any portion of the debtor's indebtedness to Greater Kruger Hotel School and Training Centre;
4. I confirm that no indulgence, latitude or extension of time which may be allowed by Greater Kruger Hotel School and Training Centre to me or the Student/Guardian/Sponsor, shall be regarded as a waiver by Greater Kruger Hotel School and Training Centre or as a novation of my liabilities;
5. I hereby renounce the following benefits, the respective meanings and consequences of which are set out hereunder and the effect of which I acknowledge to be acquainted with and to understand: -
  - 5.1 **Cession of accounts:** I am not entitled to demand cession of Greater Kruger Hotel School and Training Centre' rights against the Student/Guardian/Sponsor or any co-surety, should the same exist, before payment by me of the full debt owing by the Student/Guardian/Sponsor to Greater Kruger Hotel School and Training Centre;
  - 5.2 **Cause of debt:** If, in any legal proceedings which are instituted by Greater Kruger Hotel School and Training Centre in terms of this suretyship against me, should I dispute the existence of the amount owing by the Student/Guardian/Sponsor, the onus of proving this shall rest on me;
  - 5.3 **Excision:** I waive the right to insist on the excision of the Student/Guardian/Sponsor;
  - 5.4 **Division:** In the event of there being more than one surety, I accept liability for the full amount of the Student/Guardian/Sponsor's indebtedness to Greater Kruger Hotel School and Training Centre;
6. I acknowledge that the surety shall be binding upon my estate and shall not be capable of being amended, varied or cancelled unless same has been reduced to writing and signed by me and a duly authorised representative of Greater Kruger Hotel School and Training Centre;





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7. I hereby choose my *domicilium citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communication of whatsoever nature the address provided by me in Section 2 of this Agreement;

8. I acknowledge having read the application and these undertakings entirely and have understood the contents thereof.

\_\_\_\_\_

\_\_\_\_\_

**SURETY AND SPONSER  
SIGNATURE**

**PLACE OF SIGNATURE**

**DATE**

\_\_\_\_\_

\_\_\_\_\_

**SIGNATURE OF SPOUSE:**

**PRINT NAME**

**IN THE EVENT OF THE SURETY BEING MARRIED  
IN COMMUNITY OF PROPERTY**



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