



THE HURST CAMPUS

12 Week Cookery Certificate Course

STARTING DATE: 18 AUGUST 2015 – 07 NOVEMBER 2015

TRAINING AGREEMENT and COURSE OVERVIEW

Entered into between:

.....
Candidate Name

(Hereinafter referred to as “the applicant student/candidate”) and

THE HURST CAMPUS

(Hereinafter referred to as “the Campus”)

PREAMBLE:

- a) The Campus teaches a 12 Week Certificate Program (“the course”)
- b) The applicant has filled out the application form, attached to this agreement, which along with the content therein form part of this agreement

THE PARTIES AGREE AS FOLLOWS:

1. ENTRY REQUIREMENTS

- a) The course is open to all ages and is suitable for applicants who are in good health wishing to complete a short cookery course.

2. DURATION OF THE COURSE

- a) The course will commence at The Hurst Campus, Backsberg Estate on 18 August 2015, and will be held for 12 Weeks, five times a week unless otherwise notified by the Campus

3. FEES

- a) The Course Fee is R36 500.00

- i. Which includes:

- All lectures
- Ingredients
- Practical training
- Tastings
- Recipes
- Notes
- 3 Sets of Uniform
- Hand Towels
- Cook’s Caps
- Aprons

t: 074 147 0801/92 | f: 086 540 4489

e: info@thehurstcampus.co.za | w: www.thehurstcampus.co.za

a: The Hurst Campus, Backsberg Estate, Simondium Road, Klapmuts | PO Box 155, Simondium 7670

Reg. No: The Hurst Campus (Pty) Ltd 2009/008265/07 | Managing Director: Rebecca J Hurst

- ii. The application fee of R6000.00 payable on registration
- iii. This training agreement is to be accompanied by the signed application form, application fee and fee structure payment choice
- iv. Should the applicant leave the course prior to completion, for whatever reason, all remaining installments of the entire fee are the liability of the student / parent / guardian / benefactor whose signature appears as the Sponsor

4. COURSE CONTENT

- a. The course will consist of the following components:
 - i. Tuition (theoretical and practical components)
 - 1. Health, Safety and Food Hygiene
 - 2. Selecting ingredients and working with the seasons
 - 3. Local Suppliers and Produce
 - 4. Perfecting Cooking Methods and Technique
 - 5. Modern South African and African Food
 - 6. Classic French Cuisine
 - 7. International Styles including : Italian , Mexican and flavors of the East
 - 8. Healthy Cooking
 - 9. Chefs tips on how to fix a problem
 - 10. Demonstrations and Practical's covering:
Salads, Soup, Stocks, Sauces, Canapés, Pasta, Game, Meat, Vegetables, Breads and Dough's, Pastry, Tarts, Pies and Desserts
 - 11. Menu Planning
 - 12. Basic Food and Costing
 - 13. Preserving and pickles
 - 14. Wine
 - 15. Excursions

5. ATTENDANCE CERTIFICATES

- a. Practical and written evaluations will be held at the end of the course. Certificates of attendance will be awarded to students who have produced satisfactory work throughout the course, have had good attendance and have passed the evaluation.

6. TEACHING AND OPERATIONAL REQUIRMENTS/BEHAVIOUR FROM ALL CANDIDATES

- a. All candidates need to comply with the campus teaching and operational procedures. This then allows all candidates an equal opportunity to maximize this tuition opportunity

b. Dress Code:

- i. **Candidates must wear the uniform according to the Campus dress code for reasons of hygiene and safety:**
 - 1. Clean and ironed apron
 - 2. Clean and ironed chef's jacket
 - 3. Clean and ironed chef's trousers
 - 4. Clean and ironed cap
 - 5. Clean hand towel
 - 6. Full uniform in all practical classes
 - 7. Long hair to be tied back
 - 8. Men to have a trimmed beard or be clean-shaven at all times
 - 9. No jewellery – except for a wedding ring, signet ring
 - 10. No nail varnish and all nails correctly cleaned and trimmed
 - 11. Non slip shoes
 - 12. A basic set of knives which are clean and sharp

- ii. Failure to thereafter comply with the dress code will entitle the Campus to send the applicant home to comply with the dress code. It will be the Candidate's own responsibility to catch up any lost tuition or training

c. Personal Hygiene:

Due to the nature of the course, applicants will be expected to adhere to good standards of personal hygiene. This is necessary when handling food and as a courtesy to others attending the course. Failure to comply with the required standards of personal hygiene will entitle the Campus to send the Applicant home to comply with the requirements. It will be the Student's own responsibility to catch up any lost tuition or training

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- d. **Punctuality:**
Applicants must ensure that they arrive punctually for all tuition and training classes to avoid interrupting classes and missing out on tuition time.
- e. **Absence due to ill health:**
Applicants should call the campus if they are unable to attend scheduled classes.
- f. **Notes:**
Candidates will be required to keep a file of all notes handed out and recipes taken. This file is to be kept clean, up to date and be brought to campus each time for classes.
- g. **Knives:**
All knives must be kept sharp and clean at all times. The Campus will not be responsible for any lost or damage to knives.
- h. **General Conduct:**
 - 1. Bad Language: The Campus reserves the right to caution any candidate to refrain from using such language, or, if any person was offended thereby, to furthermore require the candidate to offer an apology to any or all persons offended
 - 2. Applicants may not attend classes if under the influence of alcohol
 - 3. No eating or drinking at your workstation will be allowed
 - 4. No mobile phones will be allowed in the kitchen and must be switched off during class time
 - 5. No running will be allowed in the kitchen
 - 6. All Senior Kitchen staff shall be addressed as "Chef"
 - 7. Class times represent the commencement of the class, and not the arrival time to the class
All preparation must be completed before the commencement of the class
 - 8. Sanitation stations must be visited upon entry into all practical classes
- i. **Internet facilities:**
Internet facilities must be used responsibly. Any abuse of such facilities shall result in the facilities being denied to a particular student or to all students. What constitutes abuse will be within the sole discretion of the Campus, but will include, without being limited to, downloading porn, music or any non-work related large data files, downloading or installing any destructive software.
- j. **Attendance:**
Applicants will be expected to attend all classes, demonstrations and evaluations.

7. TERMINATION

- a. The Hurst Campus may terminate this agreement following written notice to the Candidate to remedy his/her conduct in the following circumstances; a persistent failure by a Candidate to comply with any of the above conduct requirements, regular absenteeism or insubordination, failure to pay any fees that are due, and the Applicant failure to remedy such conduct within 5 days
- b. The Hurst Campus may terminate this agreement immediately in the following circumstances: theft by the Applicant, any illegal conduct or dishonesty or use of any prohibited substances

Candidate: _____

Parent/Guardian/Sponsor: _____

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FEE STRUCTURE			
12 WEEK CERTIFICATE PROGRAM			
COURSE FEE – R36 500.00			
OPTION 1 <input type="checkbox"/>		OPTION 2 <input type="checkbox"/>	
<u>Discounted Settlement</u>		<u>Fees Structure</u>	
Course Fee	R 36 500.00	Course Fee	R 36 500.00
Less Application Fee	<u>R 6 000.00</u>	Less Application Fee	<u>R 6 000.00</u>
Balance Due	R 29 300.00	Balance Due	R 30 500.00
Discount	R 1 200.00		
Balance on or before 1 July 2015		Balance on or before 10 August 2015	

Account Name: The Hurst Campus
 Bank: FNB
 Branch: Paarl
 Branch Code: 200110
Account Number: 62254974415
Reference: Name & Surname



The Hurst Campus Application for 12 Week Certificate Course

Please read the attached Terms and Conditions before completing this application form.

General information

1. Where did you hear about The Hurst Campus?

Career Expo Private visit at School Internet Friend Media

Personal information

All details must be completed

Last name / Surname

First name

Prefix /Title Mr Miss Ms Mrs Other

Middle name

Date of Birth Year Month Day

Identity Number / Passport Number Age

Nationality

Home Language

Second Language

Postal address

Postal Code

Telephone Number

Mobile Number

Email Address



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Academic history

If you have matriculated already, please submit a certified copy of your matric certificate.

Name of School | College

Highest Grade

Learning disabilities

Additional information

All details must be completed

Please provide us with the following details of your parents | legal guardian:

Last name / Surname

First name

Prefix /Title

Mr

Miss

Ms

Mrs

Other

Middle name

Date of birth

Year

Month

Day

Identity Number | Passport Number

Nationality



Medical details

Name of Fund

Membership number Principle member

Have you had any serious illness, operation or injury in the last five years? YES NO

If "yes", please specify

Please specify any current medical or physiological treatment?

Please specify any physical disability

Please specify any food allergies

Are you currently taking any medication including any chronic medication? YES NO

If "yes", please specify

Have you ever been treated for alcohol or drug abuse? YES NO

If "yes", please specify

Have you ever been for psychological treatment, counselling or therapy? YES NO

If "yes", please specify



Sponsor details

All details must be completed

Please provide us with the following details of the person responsible for paying your fees.

Last name / Surname

First name

Prefix /Title Mr Miss Ms Mrs Other

Company name

Date of birth Year Month Day

Identity Number | Passport Number

Company registration no

Please indicate your choice of PAYMENT OPTION as per the attached Terms and Conditions

Payment Option 1 Payment Option 2

Please indicate method of payment Cash EFT

Billing Street address (Physical)

Postal Code

Telephone number

Mobile number

Email address

Sponsor's Signature



TERMS & CONDITIONS

1. DEFINITIONS

- 1.1 **"Applicant"** is the person applying to be a candidate/student at The Hurst Campus
- 1.2 **"Application"** refers to The Hurst Campus application form and supporting documentation submitted to The Hurst Campus for the 12 Week Certificate Course
- 1.3 **"CPA"** refers to The Consumer Protection Act, Act 68 of 2008
- 1.4 **"Course"** refers to the full period of studies for which application was made
- 1.5 **"Culinary Arts"** relates to the practice of cooking or the activity of cooking or theoretical instruction
- 1.6 **"Domicile"** is the residence where you have your permanent home or principle establishment and the place to, whenever you are absent, intend to return
- 1.7 **"Electronic Communication"** includes communication by telephone, email, fax, sms, internet and any similar technology or device;
- 1.8 **"Full time employment"** refers to where the candidate is currently employed
- 1.9 **"Party"** refers to the parties to this Agreement, the student or The Hurst Campus
- 1.10 **"Student"** is a person who is accepted by The Hurst Campus to study and is enrolled for the 12 Week Certificate Course
- 1.11 **"The Hurst Campus"** refers to The Hurst Campus (Pty) Ltd (2009/008265/07)
- 1.12 **"The Course"** refers to the 12 Week Certificate Course

2. COMMENCEMENT

- 2.1 This Agreement shall commence when the Student is accepted at The Hurst Campus and will continue indefinitely until terminated by The Hurst Campus for any reason
- 2.2 An acceptance letter will be sent to a Student once the Student is accepted to study at The Hurst Campus

3. BINDING NATURE OF THESE TERMS AND CONDITIONS

- 3.1 These Terms and Conditions are a legally binding Agreement between the Student and The Hurst Campus
- 3.2 The Student is deemed to have read, understood and agreed to these terms and conditions
- 3.3 The Student 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 is a minor has entered into this agreement with the consent of his or her parent or Guardian
- 3.4 The Student guarantees and agrees to be personally liable for all obligations arising from this Agreement

4. DISCLAIMER

- 4.1 The Hurst Campus makes reasonable efforts to provide the programmes of study, research opportunities, facilities and other services in the way it has been described
- 4.2 Whilst every effort has been made to ensure the information supplied is accurate, The Hurst Campus cannot be held responsible for any errors and/or omission(s)
- 4.3 The Hurst Campus accepts no responsibility for the delay where the consideration of an application is delayed either because the information furnished in the application is incorrect or because information asked for in the application form has been left out



5. APPLICATION PROCESS

- 5.1 The date of receipt by The Hurst Campus of the completed application form from the Student will be deemed to be the effective date of the application
- 5.2 The application cannot be accepted for consideration unless the application form has been fully completed, signed in full by the Applicant, where necessary also by the Applicant's Parent or Guardian and the Surety, and initialed by each party on the bottom right corner of each page of the application
- 5.3 Without the appropriate supporting documents the application cannot be accepted for consideration. The completed application form must enclose the following documents:
 - 6.3.1 Certified copy of Identity book/Passport
 - 6.3.2 Proof of payment of Application Fee
 - 6.3.3 Signed copy of The Hurst Campus application form, including the Terms and conditions by the Applicant and all other signatories
- 5.4 The original application form is needed for processing and an applicant is not allowed to submit more than one application form for the same period of study
- 5.5 The non disclosure by the Student of any important personal information during the application process will amount to a breach of the Agreement and The Hurst Campus will be entitled to terminate the Agreement in terms of clause 10 below. Personal information shall include but is not limited to the information requested in the application form and includes the full disclosure of all criminal infringements, criminal records and / or disciplinary hearings

6. APPLICATION FEE

- 6.1 The Application Fee is a fee charged by The Hurst Campus for the consideration of the application by the Applicant to study at The Hurst Campus and does not amount to a deposit, advanced booking, reservation or order as referred to in Section 17 of the Consumer Protection Act, Act 68 of 2008
- 6.2 The Application fee is to be paid electronically into The Hurst Campus's account using the Applicants name and surname as a reference and proof thereof must accompany the application form
- 6.3 Payment of the Application Fee does not automatically qualify an Applicant to study
- 6.4 In the circumstances where an application is refused by The Hurst Campus, the Applicant will be reimbursed the full application fee

7. FEES

- 7.1 The fees, relevant are the Student's responsibility and should the Student fail to make payment, legal action shall be instituted against him/her
- 7.2 On acceptance of the application the Student will become liable for the payment of the tuition fees and charges in accordance with the payment option elected in the application
- 7.3 All outstanding fees and charges are to be paid in full prior to the Student being allowed to participate in their examinations

8. TERMINATION & CANCELLATION FEES

- 8.1 Should the Student decide that he/she does not wish to complete their course, the Student may cancel the Agreement by providing the following written notice to The Hurst Campus prior to the starting day of that academic year:
 - 8.1.1 Two (2) calendar months prior written notice
- 8.2 The Student will be liable to The Hurst Campus for any amounts owed to The Hurst Campus in terms of the Agreement up to the date of cancellation
- 8.3 Should the Student cancel the Agreement as contemplated in paragraph 9.1 above, The Hurst Campus will impose a reasonable cancellation fee with respect of studies provided to the Student in contemplation of the Agreement enduring its intended term and as follows:
 - 8.3.1 Where a student provides notice of a cancellation of at least two (2) calendar months prior to the start of the course the Hurst Campus will only retain the application fee
 - 8.3.2 The cancellation fee will become immediately payable to The Hurst Campus on receipt of the written notice from the Student



9. BREACH

- 9.1 In the event that a Student breaches any term of this Agreement or fails to fulfill any obligation imposed upon him/her in terms of The Hurst Campus code of the training agreement, including a failure to pay any amount owing to The Hurst Campus then, The Hurst Campus may forthwith and without notice to the Student either terminate this Agreement or call for specific performance in respect of all the Student's obligations and immediate payment of all sums of money owing by the Student
- 9.2 The Hurst Campus shall be entitled to forthwith or without notice terminate this Agreement in the event that the Student is sequestered
- 9.3 In the event that the Student fails to effect payment of any amount owing to The Hurst Campus on the due date, the Student shall be liable to effect payment with interest at the prevailing legal interest rate of 15.5% per annum from the due date to the date of payment
- 9.4 In the event that the Student breaches any term of this agreement, then the Student agrees that he/she shall be liable for all legal expenses of The Hurst Campus on the scale as between attorney and client, which shall include interest, tracing fees and collection commission as the case may be

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 The Hurst Campus and the Student 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 agrees that The Hurst Campus shall be entitled, but not obliged, to institute any action against the Student 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

11. ELECTRONIC COMMUNICATIONS

- 11.1 By communicating with The Hurst Campus via electronic means, the Student consents and acknowledges that all agreements, notices, disclosures or for any other communication satisfies any legal requirement, including, but not limited to the requirement that such communications should be "in writing"
- 11.2 No electronic mail shall be deemed to have reached The Hurst Campus until such time that a response has been issued from The Hurst Campus. This does not include an automated response from The Hurst Campus

12. INDEMNIFICATION

12. The Student undertakes not to institute any claim of any nature against The Hurst Campus or any employee of The Hurst Campus and not to hold The Hurst Campus or any employee of The Hurst Campus responsible for any damage or loss of any nature whatsoever that the Student, personally, or any property belonging to the Student may sustain and which directly or indirectly follows from any of the following:-
- 12.1 The Student's participation in any activity of any nature whatsoever that is related to his/her studies or training, or to sport or recreation of any nature
- 12.2 The Student's utilisation of any premises, building, equipment or facility of The Hurst Campus of any nature whatsoever, or in visiting of The Hurst Campus such visiting will be undertaken by the Student at his or her own risk and the Student freely accepts the risks involved therein

13. LIMITATION OF LIABILITY:

- 13.1 The Hurst Campus makes no warranty, nor accepts any responsibility or liability of any nature whatsoever, for:-
- 13.1.1 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
- 13.1.2 The termination and/or suspension of the Agreement
- 13.1.3 Any information not being correct or not being available for any reason whatsoever



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14. PERSONAL DATA

- 14.1 The Hurst Campus agrees that they will collect personal data only in a fair and lawful manner and only if the Student consents to the collection and use of such data
- 14.2 The Hurst Campus undertakes not to use or disclose in any way or permit the use or disclosure of such personal data that could be used to identify an individual Student except:-
 - 14.2.1 When The Hurst Campus is required by law to disclose such personal data
 - 14.2.2 When the Student consents in writing to the use or disclosure of such personal data
 - 14.2.3 When The Hurst Campus needs such personal data for the proper functioning of The Hurst Campus programmes
- 14.3 Whilst The Hurst Campus will take all reasonable steps to ensure the security and privacy of the Student's personal information, the Student acknowledges that it is not possible for The Hurst Campus to ensure complete security and privacy of all its Students' information and the Student agrees that he/she will have no claims against The Hurst Campus in the event of a failure of security or privacy

15. STUDENT RESPONSIBILITIES

- 15.1 Students are expected to submit accurate information and documents by the due date or in a timely manner should no due date be specified
- 15.2 Students are expected to update their details at any stage that a change occurs

16. SEVERABILITY

- 16.1 If any term, condition, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, or requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions set out in this Agreement
- 16.2 The terms and conditions contained herein, read together with the applicants declaration, constitute the entire Agreement between The Hurst Campus and the Student. Any failure by The Hurst Campus to exercise any right or provision contained in these terms and conditions shall not constitute a waiver of such right or provision

17. DOMICILIUM

- 17.1 The Student chooses as his/her address to receive any legal documents for all purposes under this Agreement as the physical address which was supplied in the application form
- 17.2 All notices delivered in terms of this Agreement must be in writing
- 17.3 If any notice is delivered by hand, it will be deemed to have been delivered on the date of delivery. If any notice is transmitted by fax or e-mail, it shall be deemed to have been received on the day of transmission. If a notice is delivered by post, it shall be deemed to have been delivered on the fifth day following transmission unless such day is a Saturday, Sunday or public holiday, in which case it shall be deemed to have been received on the first business day following such date

18. RELAXATION

- 18.1 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 (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement

19. NON-VARIATION

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

Candidate: _____

Parent/Guardian/Sponsor: _____

Date: _____