

# SENIOR PHASE (GRADES 7 TO 9)

## REGISTRATION FORM

Student number

### MANUAL REGISTRATIONS: IMPAQ'S PRODUCTS AND SERVICES

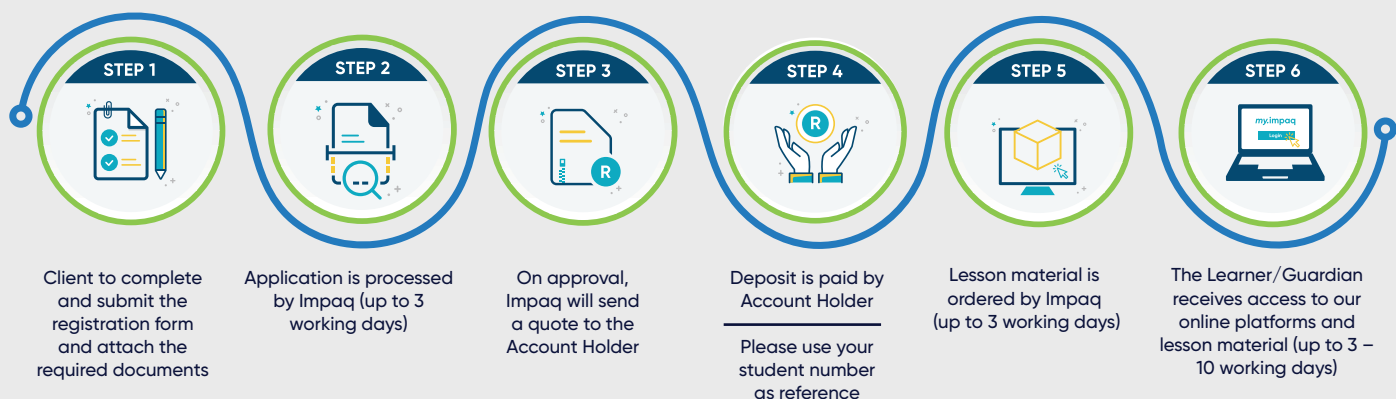


*\*Tests and examinations will only be made available in electronic format via Impaq's online portal.*

If you want to register for an individual subject or fewer than the required number of subjects, please complete the individual subject registration form. If you would like to register for the use of e-books or the assessment-only option, please make use of the online registration process. E-books and the assessment-only option are **ONLY** available online.

### THE REGISTRATION PROCESS

*Please note that a fast and effective online registration process for this and other options is available on our website.*



**This Agreement applies only to the 2021 academic year.**

Please email the completed registration form to [regadmin@impaq.co.za](mailto:regadmin@impaq.co.za).

Student number

SECTION A: LEARNER DETAILS

Please complete a form for each learner that you want to register with Impaq. You cannot register more than one learner on a form.

In which language do you want Impaq to communicate with you? (English by default if no option is selected)

Afrikaans  English

Full names

Surname

Title

Initials

Date of birth

ID number (required)

Type of ID  SA ID  Passport  Other- Specify other:

Copy of ID/birth certificate attached (compulsory)  No  Yes

Gender  Female  Male  Do not want to specify

Ethnicity  Black  Coloured  White  Indian  Asian  Other  Do not want to specify

Religion  Christian  Hindu  Islam  Buddhism  Judaism  Other  Do not want to specify

Home language

Have you registered with Impaq before?  No  Yes

Physical address

Street name

Suburb

City/Town

Province

Country

Postal code

GPS coordinates (optional)

Latitude  -  Decimal degrees

Longitude  -  Decimal degrees

Is the learner you are registering repeating a grade?  No  Yes

## SECTION B: ACCOUNT HOLDER DETAILS – PERSON/COMPANY RESPONSIBLE FOR PAYMENT

The Account Holder is the person/entity who undertakes to make payment of all amounts due to Impaq in respect of Impaq's provision of the Products and Services. It is the responsibility of the Account Holder to ensure that the correct information is provided to Impaq to finalise the registration. The Account Holder is also the person with whom Impaq enters into a contractual agreement. Please refer to the Ts and Cs for more information.

Complete Section B.1 **OR** Section B.2. The registration form will be invalid if both sections are completed.

### SECTION B.1: INDIVIDUAL ACCOUNT HOLDER INFORMATION

Complete this section if you are the **Account Holder** and if you will be responsible for the payment.

Full names

Surname

Title

Initials

Cell number













Email

*All financial correspondence will be sent to this email address.*

ID number

*(required)*













Type of ID

 SA ID
  Passport
  Other- Specify other:
 

**Please note:** A copy of the Account Holder's ID must be attached.

Preferred method of communication:

 SMS
  Email

### Physical address

Street name and number

Suburb

City/Town

Province

Country

Postal code

## SECTION B.2: COMPANY OR TRUST RESPONSIBLE FOR THE ACCOUNT

**Only complete this section if a company/trust will be paying the account.**

By completing and submitting this Agreement, you (hereinafter referred to as the **Legal Guardian/Account Holder**) are applying to be registered as a client of Optimi Home (Pty) Ltd t/a Impaq, registration number: 2011/011959/07 (hereinafter referred to as the **Company**) to receive the Company's Products and Services.

Company name

Company registration number

 -  - 

Company VAT number

Company representative/  
contact person

Company contact number

Company email

Company address

Street name  
and number

Suburb

City/Town

Province

Country

Postal code

A signed letter on the company letterhead (from the company undertaking to make payments and authorising the financial agreement) must accompany the application.

## SECTION C: LEGAL GUARDIAN

**You do not have to complete this section if the Legal Guardian and the Account Holder is the same person.**

The Legal Guardian is the parent or guardian of a Learner, or the person who has legal custody of a Learner. This person will be responsible for ensuring compliance with the requirements of the South African Schools Act, ensuring a good standard of education, maintaining a portfolio, monitoring the Learner's progress by making use of Impaq's online portal (*my.Impaq*), etc. The Legal Guardian takes responsibility for the integrity and completion of marks towards the final report. Please refer to the Ts and Cs for more information.

**Is the Legal Guardian the same person as the Account Holder?**

You do not have to complete this section if the Legal Guardian and the Account Holder is the same person.

 No

 Yes

Full names

Surname

Title

Initials

Cell number












SMS communication will be sent to this number.

Email

Important academic communication and notices will be sent to this email address.

ID number

(required)













Type of ID

 SA ID

 Passport

 Other- Specify other:

Please note: A copy of the Legal Guardian's ID must be attached.

Preferred method of communication:

 SMS

 Email

**Physical address**

Street name and number

Suburb

City/Town

Province

Country

Postal code

## SECTION D: DELIVERY METHOD

**Courier:** a non-refundable delivery fee is included in the deposit. **R315 in South Africa** and **R1 400 (VAT exempt) in Namibia.** Impaq does not deliver to any other countries. Delivery (within South Africa) takes place within seven (7) to ten (10) working days from the order date\*.

**Collection:** collection in person or via an appointed courier can be done from our distributor in Irene, Centurion. Clients will be contacted once the parcel is ready for collection. Collection can be done within three (3) to five (5) working days from the order date\*.

\*Ts and Cs apply.

Select **one** delivery method below:

**A: Courier** (fill in delivery address below if selected)



**B: Collect** from Optimi Warehouse in Irene, Gauteng



### Physical address

Building/Complex

Street name and number

Suburb

City/Town

Province

Country

Postal code





*If residing on a farm, please make use of an alternative address as Impaq does not deliver to farms.*

### GPS coordinates (optional)

Latitude





Decimal degrees

Longitude





Decimal degrees

## SECTION E: WHERE DID YOU HEAR ABOUT IMPAQ?

How did you find us?

Social media  Online search  Blog or online publication  Webinar

Recommended by a friend  Recommended by a tutor

Other, please specify:

**SECTION F: PAYMENT METHOD**

(1 of 2)

This section must be completed by the **Account Holder**.

Use the **five/six-digit student number (e.g. 210000)** as the payment reference. The student number will be reflected on the final quotation after the application has been captured successfully.

Select **one** of the three payment methods:

**A** **Once-off payment**

Immediate full payment as per quote.  
**10%** discount granted on the package price.  
 Payment must be made via EFT/bank deposit/credit card.



**B** **Monthly payment via EFT/bank deposit/credit card**

Clients pay a monthly instalment.  
 Deposit of **40%** of the package price required at registration.  
 The outstanding amount will be charged in equal monthly instalments, as per the accepted quotation.  
 First instalment: month after registration (earliest January), last instalment: October.

**C** **Monthly Impaq-administered debit order**

Impaq sets up an automatic debit order.  
 Deposit of **25%** of the package price required at registration.  
 Deposit is not deducted automatically and must be paid via EFT/bank deposit/credit card.  
 The outstanding amount will be charged in equal monthly instalments, as per the accepted quotation.  
 First instalment: month of registration (earliest January), last instalment: October.

**Important notice on DebiCheck**

When selecting a debit order as your payment option, please note that you will receive a notification from your bank to authorise this payment method. A DebiCheck debit order is one that you confirm, electronically, on a once-off basis (at the start of your contract). Its purpose is for you to confirm the details of the debit order with your bank before it is processed to your bank account. Please note that you will receive this notification only once the deposit has been paid to Impaq. Your books will not be ordered before you have accepted the DebiCheck authorisation. For more information, please visit <https://debicheck.co.za/>.

**General payment terms**

- Banking details and reference used for payments must be as per quote/invoice or risk a change in the quotation.
- Payments may be made online via Impaq's payment portal.
- Credit card payments may be made at Impaq's office.
- No cheques or cash will be accepted.
- Payment of quotation constitutes agreement in terms of the number of instalments, the instalment amount, and the start date.
- Billing is done on the **twenty-fifth (25th)** of each month or **the first (1st) of the following month**, and payments are due on the billing date.
- Standard VAT regulations apply.
- Fees on this form are inclusive of VAT.
- The package price is the sum of the subject fee, as selected.
- Supplementary subject fees, delivery fees, and other additional charges are non-refundable and payable with registration.
- Please note that the Account Holder's banking details must be entered as they will be held responsible for the payment of the Learner's account balance.
- Debit orders: failure to timeously accept DebiCheck authorisation will result in a delay in the registration being finalised and books ordered and shipped.
- Please note: Examination board and examination administration fees are charged on the same terms as the package price. These fees cannot be discounted.

Select **one** payment method:

**A** **Once-off payment**

I prefer to make a once-off payment.

\_\_\_\_\_ **Signature: Account Holder**      \_\_\_\_\_ **Date** Y Y Y Y | M M | D D

or

**B** **Monthly EFT/bank deposit/credit card** **40% deposit required with registration**

I prefer to pay my account monthly. I hereby give permission for a credit check to be done if required. I also confirm that I am responsible for the payments described.

\_\_\_\_\_ **Signature: Account Holder**      \_\_\_\_\_ **Date** Y Y Y Y | M M | D D

or (continues on page 8)



## Monthly Impaq-administered debit order

25% deposit required with registration

 I prefer to pay my account monthly via an Impaq-administered debit order.

- Bank charges of R120 are charged on returned debit orders.
  - Accounts are debited on the **twenty-fifth (25th)** of each month, or **the first (1st) of the following month** and payments are due on the billing date. The 25th will automatically be selected as default if no option is chosen.
  - Where a debit order date falls on a public holiday or weekend, the amount will be recovered on the last business day preceding the weekend or public holiday.
  - If the approval process is completed by the twentieth (20th) of the current month, the first debit order is raised in the current month. If not, the first payment will be the month thereafter.
  - Requests for banking detail changes must be received in writing before the twentieth (20th) of the current month to change the debit order for the next month.
  - Debit orders occur monthly with the first instalment in the month of registration (earliest January) and the last instalment in October. Instalment amounts are fixed for the term of the contract.
- The details provided below must be the same as the Account Holder details. If the debit order details and Account Holder details do not correspond, the registration will not be accepted.**

## Debit order account details

**Account Holder type**
 Individual
  Business/Trust
  Joint

**Account Holder**

**ID number**

**Bank**

**Account number**

**Type of account**
 Transmission
  Savings
  Cheque

**Branch**

**Branch code**

**South African branch?**
 No
  Yes

**Student number**

**Monthly instalment amount**

**Billing date**  
 (Choose **one** date)
  The twenty-fifth (25th)
 or
  The first (1st) of the following month

**Please note: IMPAQ will appear as the abbreviated name for Optimi Home (Pty) Ltd t/a Impaq on your bank statement.**

I hereby request and authorise Optimi Home (Pty) Ltd t/a Impaq to deduct from my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the monthly instalment set out above or any variable amount pertaining to this Agreement and registration form. In the event that the payment date falls on a weekend or public holiday, I agree that the monthly instalment may be deducted on the first business day preceding the payment date. If there are insufficient funds in my account to honour the monthly instalment/s, I hereby authorise Impaq to track my account and re-present the debit order for payment as soon as sufficient funds are available in my account. If, for any reason at all, the monthly instalment/s have not been deducted or have been returned

unpaid, I authorise Impaq to immediately deduct from my account any such unpaid amounts. I understand that I shall not be entitled to a refund of amounts deducted while this mandate is in force and while the amounts are still legally owing to Impaq. I agree that this mandate may be cancelled by myself only upon provision of twenty (20) days' written notice to Impaq. Impaq may cede/assign this mandate to any third party if the Agreement is also ceded/assigned to that third party. In the absence of such cession/assignment of the Agreement, this mandate may not be ceded/assigned to any third party.

**Please note that the Account Holder's banking details must be entered as they will be held responsible for the payment of the learner's account balance.**

Y Y Y Y | M M | D D

Signature: Account Holder

Date



## SECTION G: SUBJECT AND PACKAGE SELECTION

### Included in this package:

- Assessments
- Online access to Impaq's learning and administration platforms
- Printed lesson material and facilitator's guides

E-book and assessment-only options are ONLY available online at [www.impaq.co.za](http://www.impaq.co.za).

Tests and examinations will only be made available in electronic format via Impaq's online portal.

### Pricing

Please note that a formal quote will be sent to the Account Holder to confirm the final pricing. Pricing provided below is an estimate of the package price, and final pricing depends on the subjects and products selected.

**Lesson material** + **Facilitator's guides** **Grades 7 to 9**  
(printed) (printed)

**R12 576** (package price per learner for 2021)

### Grade and subject selection: Grades 7 – 9 (Senior Phase)

1

**Select language of lesson material**

Afrikaans
  English
 (English by default if no option is selected)

2

**Select your grade**

**Grade 7**
 Grade 8
  Grade 9

3

**Select at least one Home Language and one First Additional Language subject**

*Please note that these are subjects and do not necessarily need to relate to the languages spoken at home.*

English Home Language

or

English First Additional Language

and

Afrikaans Huistaal

or

Afrikaans Eerste Addisionele Taal

4

**Compulsory subjects**

Creative Arts  
 Economic Management Sciences  
 Life Orientation  
 Mathematics

Natural Sciences  
 Social Sciences  
 Technology

5

**Supplementary subjects (optional)**

Bible Education

Resolute Robotics (standard version)<sup>5</sup>

or

Resolute Robotics (premium version)<sup>5</sup>

• **Bible Education:** The learner receives the lesson material but is not assessed. The facilitator receives a facilitator's guide. The cost for Bible Education is **R315 per year** and is **payable in full with the non-refundable deposit**.

• **Resolute Robotics:** The learner receives access to a robotic kit and an online learning platform. The cost for Resolute Robotics is **R2 700 per set for the standard version** and **R4 500 per set for the premium version**. The fee is **payable in full with the non-refundable deposit** (estimated delivery time is 4 – 6 weeks).

\* I hereby authorise and consent to Impaq providing my (or my child's) personal information to third-party suppliers to provide me with the selected goods and/or services. Impaq confirms that the third party will be required to implement the necessary protocols to ensure the confidential processing of the information and will not utilise the information for any purpose other than in relation to the said services.

## SECTION H: TUTOR LINKING

**Please note:** Impaq does not enter into an agreement with a tutor on behalf of the Account Holder or Legal Guardian.

**Do you want to link an independent tutor registered to make use of Impaq's products and services to this application?**

 No
  Yes

**Tutor name**

**Tutor H-number**

I hereby authorise access to Impaq's online platforms for the learner being registered to the above-mentioned tutor to support me in administering/managing my child's assessments. I understand that granting this third party access to my child's profile is in support of my obligations as a home education parent and that I remain primarily responsible for my child's education. I acknowledge that I am aware that a tutor business may not operate as a school and that only a school registered with the Department of Education providing proof of their EMIS-number may be classified as a school. Tutors registered with Impaq are not owned, managed, or otherwise affiliated with Impaq. The agreement between a tutor and a parent remains separate from the agreement between a parent and Impaq.

Y Y Y Y | M M | D D

\_\_\_\_\_  
Signature: Account Holder/Legal Guardian

\_\_\_\_\_  
Date

## SECTION I: STANDARD AGREEMENT IMPAQ (PART OF OPTIMI HOME (PTY) LTD) – TERMS AND CONDITIONS (1/5)

1. Impaq means Optimi Home (Pty) Ltd, Registration Number: 2011/011959/07, a limited liability private company duly incorporated in South Africa, is a private company that sells educational Products and Services (which can be utilised in conjunction with private and independent services offered by third parties, such as Tutors), and which include but are not limited to educational programmes and modules, lesson material, examinations, assignments, and support and administration services (hereinafter referred to as the "Products" and "Services").
  - 1.1 For the purposes of this Agreement:
  - 1.2. "Account Holder" means the account holder, as stipulated in the Application Form, who has undertaken, both in this Agreement and in the Application Form, to make payment of all amounts due to the Company in respect of the Company's provision of the Products and Services, and can also be the Legal Guardian as defined herein;
  - 1.3. "Agreement" means this Agreement read with the Application Form;
  - 1.4. "Application Form" means the application form completed by the Legal Guardian/Account Holder for the purposes of this Agreement. The Application Form is linked to, and read with, the provisions of this Agreement;
  - 1.5. "Company" means the entity, as stipulated in the Application Form, concluding this Agreement with the Legal Guardian/Account Holder;
  - 1.6. "Company Platform" means any one or more online systems prescribed by the Company from time to time, which must be used for managing Learner records and administration;
  - 1.7. "Company Policy" means any policy, regulation, rule or similar proclamation published on the Company Platform and/or communicated by the Company directly to the Legal Guardian/Account Holder in writing, regulating any aspect relating to the Company and/or the Products and/or Services. The Company Policy shall be determined by the Company from time to time in its sole and absolute discretion and such Company Policy, upon publication on the Company Platform and/or dispatch of direct written notification by the Company to the Legal Guardian/Account Holder, shall substitute and replace the parallel and/or equivalent preceding Company Policy (if any);
  - 1.8. "Learner" means any learner, as stipulated in the Application Form, who is activated on the Company's system to receive Products and/or Services;
  - 1.9. "Legal Guardian" means the person, as stipulated in the Application Form, who is either (a) the parent or legal guardian of a Learner; or (b) the person who has legal custody of a Learner; or (c) the person that undertakes to perform the duties of a person who is referred to in (a) and (b);

--	--	--	--	--	--

**SECTION I: STANDARD AGREEMENT IMPAQ (PART OF OPTIMI HOME (PTY) LTD) – TERMS AND CONDITIONS (2/5)**

- 1.10. "Products" means the lesson material and related products offered by the Company, from time to time, to the Legal Guardian/Account Holder and/or the public irrespective of whether same is printed or in digital format;
  - 1.11. "Services" means the services offered by the Company, from time to time, to the Legal Guardian/Account Holder and/or the public;
  - 1.12. "Tutor" means any individual or independent entity that has been activated on the Company's system in order to use the Products and/or Services in the performance of private tutor services to Learners;
2. The Legal Guardian undertakes to ensure compliance with the requirements of the South African Schools Act, no 84 of 1996 (as amended) ("the Act"), in particular:
- 2.1. In terms of Section 3 of the Act, it is every Legal Guardian's responsibility to ensure that every Learner for whom he or she is responsible attends a school once they reach the appropriate age and as such is educated and trained;
  - 2.2. In terms of Section 51 of the Act, the Legal Guardian of a Learner, of compulsory school-going age and who does not attend a public or independent school, must apply to the Head of the applicable Department of Education to register such Learner(s) to receive education at home;
  - 2.3. The education provided to the Learner will be of a standard not inferior to the standards provided by public schools;
  - 2.4. The Legal Guardian is required to ensure that the Learner's progress is assessed in accordance with the applicable laws regulating a Learner's education; and
  - 2.5. The Legal Guardian will also be required to comply with all other reasonable conditions set out by the Head of the applicable Department of Education. These conditions may differ in each province.
3. In the event that the Learner is not resident in the Republic of South Africa, the Legal Guardian hereby undertakes to abide by all relevant legislation and policy pertaining to the Learner's educational requirements, as may be in effect from time to time in the Learner's country of residence.
4. Any Application Form completed and submitted to the Company by the Legal Guardian/Account Holder shall constitute an offer to the Company, and the Agreement between the Legal Guardian/Account Holder and the Company shall be deemed to have been concluded only once such Application Form has been received and accepted by the Company at its head office. Furthermore:
- 4.1. The Company shall not be required to provide the Legal Guardian/Account Holder with express acceptance of its offer, and the provision of any Products and/or Services shall constitute acceptance;
  - 4.2. No offer shall be considered unless the Legal Guardian/Account Holder complies with the minimum requirements set out in the Application Form, and in this regard, the Company reserves its right to refuse any offer made;
  - 4.3. This Agreement shall commence on the date of the Learner's activation on the Company's system and shall be valid in respect of the relevant academic year that this Agreement was concluded for, as stipulated in the Application Form;
  - 4.4. This Agreement shall subsist for the relevant academic year, unless terminated early in terms of this Agreement, and shall automatically terminate at the end of the relevant academic year. In terms of this Agreement, the academic year is deemed to end on 31 December. In the event the Company allows the Legal Guardian/Account Holder continued access to certain Products and/or Services after the end of the relevant academic year, the provisions of this Agreement shall continue to apply in respect of such access;
  - 4.5. This Agreement is not capable of being renewed, and a new agreement shall be concluded in respect of each academic year.
5. The Legal Guardian/Account Holder acknowledges:
- 5.1. The Legal Guardian/Account Holder may enter into a separate agreement with a Tutor whereby the Tutor makes use of the Products and Services, purchased by the Legal Guardian/Account Holder in terms of this Agreement, in rendering the Tutor's own independent services;
  - 5.2. No Tutor is authorised to conclude an agreement for the provision of Products and/or the rendering of Services on the Company's behalf;
  - 5.3. A Tutor may not charge or accept payment of any kind in respect of the Products and Services;

--	--	--	--	--	--

**SECTION I: STANDARD AGREEMENT IMPAQ (PART OF OPTIMI HOME (PTY) LTD) – TERMS AND CONDITIONS (3/5)**

- 5.4. A Tutor's activation on the Company's system, or listing of a Tutor on the Company Platform, does not imply accreditation with the Company;
  - 5.5. The Company does not regulate the services rendered by a Tutor, which are private services and independent from the Products and/or Services offered in terms of his Agreement;
  - 5.6. Any agreement between the Legal Guardian/Account Holder and a Tutor shall not be construed as part of this Agreement. The Company shall not be responsible for any agreement entered into between the Legal Guardian/Account Holder and a Tutor and the relationship between the Legal Guardian/Account Holder and such Tutor will not be regulated by this Agreement.
6. The Legal Guardian/Account Holder guarantees and undertakes that:
    - 6.1. The information provided in the Application Form and in connection with this Agreement is both true and accurate, and this is a material term of the Agreement;
    - 6.2. If so requested, additional documentation required by the Company will be the original document or will be certified as a true copy of the original;
    - 6.3. He/She is fully familiar with the Company's most recent Company Policy and shall comply with any applicable Company Policy.
  7. All amendments or adjustments that the Legal Guardian/Account Holder wishes to make in respect of the Learner's activation on the Company's system must be made in writing within seven (7) calendar days of the date of signature on the Application Form. Any changes of whatsoever nature by the Legal Guardian/Account Holder in respect of the Learner's activation on the Company's system shall result in additional costs, which includes but are not limited to the administration costs stipulated in the Company Policy.
  8. The Legal Guardian/Account Holder hereby confirms that the Learner complies with the prescribed guidelines for activation in terms of the chosen Company Products as set out from time to time by the Company, any external examination board or any applicable regulatory body. If the Learner fails to submit the required proof or information when requested to do so by the Company, the Company may elect to cancel the Learner's activation, and the prescribed cancellation costs will apply as stipulated in the Company Policy.
  9. The Legal Guardian/Account Holder is required to familiarise himself/herself with the requirements and the rules of every Product and Service that is purchased from the Company, with reference to the appropriate curriculum and subjects as well as the minimum requirements for passing the specific programme and/or subjects. The Legal Guardian/Account Holder is fully responsible for the choice of Product and Service.
  10. The Legal Guardian/Account Holder takes full responsibility and liability for the application of the Products and Services that are purchased. The registration with any external examination board for the issuing of the Grade 12 Certificate, and all costs associated therewith, shall be the sole responsibility of the Legal Guardian/Account Holder unless otherwise agreed.
  11. The deposit and any other monies as prescribed in the Application Form to be paid upfront must be paid in full before any Product will be delivered or any Service rendered.
  12. In the event the Legal Guardian/Account Holder hereby directs that the purchased Products are to be sent by courier (as selected) to him/her, the Legal Guardian/Account Holder is deemed to have appointed the courier supplier as his/her agent for the delivery of the Products. The Legal Guardian/Account Holder hereby indemnifies the Company against all liability should the courier supplier fail to deliver any or all of the Products and assumes responsibility to receive the Products during working hours at the address provided. The Legal Guardian/Account Holder agrees to pay the non-refundable delivery cost corresponding to the selected delivery method.
  13. The Legal Guardian/Account Holder is responsible for thoroughly checking and verifying the Products from the Company within seven (7) calendar days from the date of receipt. If the content is incomplete or contains errors, the Legal Guardian/Account Holder must inform the Company accordingly in writing. If no notice is received from the Legal Guardian/Account Holder within the seven (7) day period contemplated above, the Legal Guardian/Account Holder shall be fully responsible and liable for all possible costs that may be incurred in resending Products.
  14. All the Company Products remain the property of the Company until such Products have been paid for in full. It is understood that the Company is, in respect of the sale of the Products, only selling the right to utilise the intellectual property contained in any Product that it provides, and ownership of such intellectual property shall at all times remain vested in the Company.

--	--	--	--	--	--

**SECTION I: STANDARD AGREEMENT IMPAQ (PART OF OPTIMI HOME (PTY) LTD) – TERMS AND CONDITIONS (4/5)**

15. It is specifically agreed that all rights whatsoever to the intellectual property contained in the Company's Products and Services, whether they are capable of registration or not, and including but not limited to the Company's name, trading name, educational programmes, lesson material, examinations, assignments, logo and/or image, remain the sole property of the Company. The Legal Guardian/Account Holder acknowledges and agrees that it will be liable for any damages incurred by the Company, or alternatively, a minimum amount of one hundred thousand Rand (R100 000) in the event that the Legal Guardian/Account Holder copies, reproduces or distributes the Company's Products and/or lesson material, or allows any other person to do so when under his/her supervision. The Company also reserves its right to pursue criminal charges against the Legal Guardian/Account Holder in the event of such infringement.
16. The Legal Guardian/Account Holder may cancel this Agreement within seven (7) days from the date of delivery of the Products at the nominated address, without incurring any cancellation fees, provided such Products are sent back to the Company's distributor, in the original packaging, within fourteen (14) days from the date of delivery of such Products. Any cancellation outside of the seven (7) day period shall be dealt with in accordance with the Company Policy (Changes and Cancellations), and the Legal Guardian/Account Holder will remain liable for a percentage of the package price, as well as all non-refundable costs.
17. The Legal Guardian/Account Holder acknowledges that he/she is fully responsible for all fees and costs with regard to the Products and Services ordered from, or provided by, the Company and accepts the responsibility to pay the full fees and related administration costs on/before the prescribed dates.
18. If the Legal Guardian and the Account Holder differ, the Legal Guardian and the Account Holder hereby undertake to be jointly and severally liable for the payment of all amounts that are or will be, payable to the Company. The Account Holder may not be changed until such time as all amounts owing to the Company by the current Account Holder are paid in full.
19. The Company retains the right to cancel an application and/or to refuse to supply any Product or Service, including but not limited to access to assessments, access to the Company Platform as well as administration and support services, in the event:
  - 19.1. The Account Holder fails to make payment in terms of this Agreement; or
  - 19.2. The Account Holder owes any money to the Company in respect of a Learner's previous registration; or
  - 19.3. The Legal Guardian/Account Holder is in breach of any terms and conditions of the Agreement.
20. A certificate under the hand of the financial manager of the Company or its nominee (whose appointment as such it shall not be necessary to prove) stating the indebtedness of the Legal Guardian/Account Holder to the Company in respect of all amounts due in terms of this Agreement, shall serve as prima facie proof of such indebtedness for the purpose of any legal proceedings.
21. The Company may cede or assign its rights and duties contained herein at any time to any third party without the prior consent of the Legal Guardian/Account Holder. The Legal Guardian/Account Holder may not be ceded or assigned any rights or duties obtained in terms of this Agreement without the Company's prior written consent.
22. The physical address and the email address that the Legal Guardian/Account Holder supplies in the Application Form is his/her address for the purposes of delivery of legal notices or any communication with regard to this Agreement. Any correspondence sent to the nominated address will be deemed to have been received by the Legal Guardian/Account Holder. The Company shall be entitled to affix notices to the premises, at the physical address, in the event the recipient is not present, and such affixing shall be sufficient service. The Legal Guardian/Account Holder undertakes to inform the Company in writing by means of prepaid registered post, email or fax of any change of address. Such change of address shall be effective from the date of receipt of such written notice by the Company.
23. The Legal Guardian/Account Holder hereby agrees that the law of the Republic of South Africa shall govern this Agreement, and further agrees to the jurisdiction of the Magistrates' Court and acknowledges that he/she will be liable for all legal costs, including costs on an attorney-and-client scale if the amounts due for the Products and Services are not paid timeously according to the payment method chosen in the Application Form.
24. The Account Holder hereby renounces any benefits to which it may be entitled to in law, without limiting the extent of the foregoing, the benefits of "no value received, revision of accounts, non numerata pecuniae (that no money was paid to the Account Holder), 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 Account Holder understands and acknowledges that he/she is fully acquainted with.

--	--	--	--	--	--

## SECTION I: STANDARD AGREEMENT IMPAQ (PART OF OPTIMI HOME (PTY) LTD) – TERMS AND CONDITIONS (5/5)

25. No variations or amendments to this Agreement or waiver of any rights or cancellation thereof will be valid unless placed in writing and signed by both the Legal Guardian/Account Holder and the Company, or its duly authorised representative. When interpreting this Agreement, the terms of any valid amendment or variation shall prevail.
26. No failure on the part of the Company to enforce any provision of this Agreement shall constitute a waiver of such provision or affect in any way the Company's right to require performance of any such provision at any time in the future.
27. The Company, its directors, employees, and service providers will not be responsible for any direct, indirect or consequential losses suffered by the Legal Guardian/Account Holder or Learner, including death, injury of whatsoever nature, losses of profits or data and delays, whether on the basis of contract or delict, that arise from the use of the Products and/or Services, when used as a home education product or via a Tutor or in any other manner whatsoever.
28. The Legal Guardian/Account Holder hereby consents and authorises the Company as well as the Company's nominee or agent to carry out any necessary credit checks or searches at any credit bureau or similar tracing facility and to verify the Legal Guardian/Account Holder's personal and account details, with the purpose of establishing the Legal Guardian/Account Holder's creditworthiness and contact information. The Company retains the right to disclose relevant financial or accounting information pertaining to the Legal Guardian/Account Holder to the Tutor or to any Company agent or cessionary.
29. In this Agreement reference to one gender shall include the other gender, reference to a legal person shall include natural persons and trusts and vice versa, reference to the singular shall include the plural and vice versa.

## SECTION J: DECLARATION

### Account Holder (as nominated on page 3):

I, \_\_\_\_\_ (full names and surname), (ID number: \_\_\_\_\_) hereby confirm that I have read and fully understand the above Terms and Conditions and further that I am personally responsible for the payment of the account or any penalty cost or administration fees, as stipulated above and in the Registration Form. I bind myself to these Terms and Conditions.

Thus accepted and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature: Account Holder

### Legal Guardian (if not Account Holder):

I, \_\_\_\_\_ (full names and surname), (ID number: \_\_\_\_\_) hereby confirm that I have read and fully understand the Terms and Conditions as stipulated above and in the Registration Form. I bind myself to these Terms and Conditions.

Thus accepted and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature: Legal Guardian