

FORM 3 CONTRACT

AGREEMENT

ENTERED INTO BETWEEN:

iALA Events (Pty) Ltd.

represented herein by JAN HEENOP

he being duly authorised hereto by the Members
(referred to hereunder as “iALA”)

AND

(full names of participant)

(Identity Number of participant)

duly assisted herein by his/her natural/legal guardian

(full names of participant's Guardian)

(Identity Number of participant's Guardian)

of the following physical address

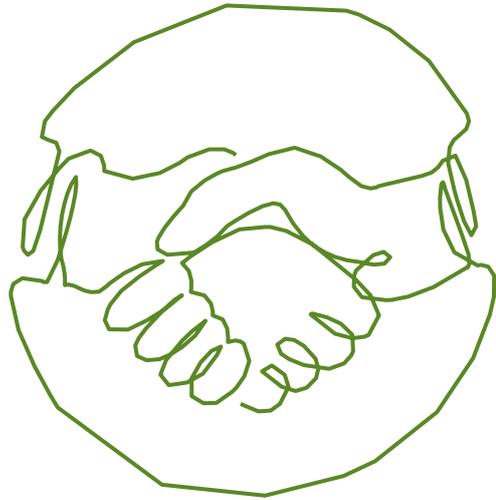
(referred to hereunder as the “Applicant” and/or “Participant”)

Parent / Guardian

Witness 1

Witness 2

CONTRACT



1. PREAMBLE

- 1.1 iALA offers a bridging life skills and coaching program for young people comprising of the activities, excursions, courses and workshops specified in the iALA Syllabus.
- 1.2 The Applicant has applied to iALA for participation in the program to be presented in the _____ year.
- 1.3 If the application is accepted the terms and conditions embodied in this document will constitute the contract between the parties and will be binding on them.

2. COMMENCEMENT

This contract comes into operation on the date on which iALA notifies the Participant by letter or e-mail that the Participant's application for admission has been accepted.

3. DUTIES AND COMMITMENT OF iALA

iALA shall:

- 3.1 Provide the Participant with board and lodging for the duration of the program;
- 3.2 Secure the services of suitably instructors and facilitators to present the training modules and excursions included in the syllabus;
- 3.3 Provide transport to convey the Participant to venues where activities incidental to the program take place;
- 3.4 Use its best endeavors to equip the Participant with the life skills referred to in the syllabus and promote the personal growth, maturity and self-confidence of the Participant;
- 3.5 Endeavor to ensure that a minimum of eighty percent of the program schedule is available for the participant.

4. DUTIES AND COMMITMENT OF PARTICIPANT

The Participant shall:

- 4.1 Apply and commit himself/herself diligently to acquiring the skills and knowledge offered by the training courses and program;
- 4.2 Co-operate fully with iALA management, the other Participants, instructors and facilitators at all times;
- 4.3 Obey all reasonable instructions from staff, facilitators, instructors and team leaders;
- 4.4 Refrain from anything which is calculated to undermine the morale or sow dissension amongst participants or harm the reputation of iALA;
- 4.5 Engage with enthusiasm and commitment in the program and make every effort to promote an esprit de corps and team spirit among all Participants;
- 4.6 Obey and follow all the rules of iALA.

5. PAYMENT

The Participant shall pay the program fee in the amount and in accordance with the payment plan fully set out in the Cost schedule for 2017.

Parent / Guardian

Witness 1

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1. EXTRA COSTS

The parties acknowledge the possibility that there may be extra costs including but not confined to.

- 1.1 Personal expenses, optional tours, extra tuition, socials, equipment, damages, special transport or additional courses and workshops;
- 1.2 Emergency expenses such as medical and hospital costs, ambulance or evacuation services or other unforeseen items.

In the case of optional expenses as mentioned in 6.1 above details will be furnished to the participant in advance and if he or she agrees to such item the costs involved will be payable within fourteen (14) days. In the case of emergency expenses as set out in 6.2 the participant and his or her guardian irrevocably authorise **iALA** to disburse the amounts required when the need arises and these amounts will be refundable to **iALA** on demand. 6.3 Extra costs will be the selection of a mountain bike and the SPRINGBOK and or another animal as selected by the student during the hunt in the Kalahari.

2. SURETYSHIP

The Participant's guardian, the said

hereby binds himself/herself as the surety and co-principal debtor in solidum with the participant for due and prompt payment of all amounts owing to **iALA** in terms of this agreement and for purposes of this Deed of Suretyship hereby renounces the benefits of excursion and division, debatement of accounts and any other legal exceptions which might otherwise have been available to the surety and he/she declares that he/she knows and understands the meaning and full force and effect of such benefits.

3. PREMATURE WITHDRAWAL

Should the participant voluntarily withdraw before the end of the program he/she will remain liable for payment for the full fees for the program. The Participant will however have the right in deserving cases to make representations to **iALA** for a partial refund and such representations will be considered on their merits. The decision of whether or not to make any refund will be in the sole and absolute discretion of the **iALA** and should they decide to do so it will be on a purely ex gratia basis.

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10. EXPULSION

Should the behavior of the participant during the program be disruptive or such as to undermine the success of the program or prejudice other participants, iALA will discuss such problems with the participant in a counseling session. If, however this does not have the desired effect and should iALA be of the opinion that the behavior or demeanor of the participant is incompatible with the ideals of the program to such an extent that his or her further participation has become intolerable iALA will be entitled to expel the participant. The provisions in clause 9 above regarding payment of the program fees and the possible refund of a portion thereof will apply mutatis mutandis.



11. DAMAGES

Should the participant cause damage to any of the iALA's assets or property due to wrongful or unlawful conduct he or she will be liable to iALA to make good the loss.

12. INDEMNITY

Whilst every effort will be made to ensure the safety and well-being of the participants the parties do acknowledge that there is an element of risk in some of the modules and activities which form part of the program. The Participant and his/her legal guardian indemnify iALA, its members and employees against any claims for loss of property, personal injuries, illness, death or accidents which might occur during the program. The participant and his/her guardian acknowledge that he or she shall participate in all curriculum activities at his/her own risk.

13. SYLLABUS CHANGES

iALA reserves the right to change the program schedule or the facilitators as deemed necessary to ensure the maximum value to the program and the participants. The parties acknowledge that the program schedule, courses and workshops are subject to availability, weather and time constraints.

14. SOUND RECORDINGS, VIDEO AND PHOTOGRAPHIC MATERIAL

The participant and his/her parents or guardian hereby consent to the use by iALA for promotional purposes of sound recordings, video and photographic material of the participant depicting his/her activities during the course and he/she will have no claim against iALA arising from the use of such material.

Parent / Guardian

Witness 1

Witness 2

APPLICANT

DATED at on the day of

(Duly assisted by his/her guardian)

PARTICIPANT

LEGAL GUARDIAN

WITNESS 1

WITNESS 2

LEGAL GUARDIAN

DATED at on the day of

(As Surety in terms of clause 7)

LEGAL GUARDIAN

WITNESS 1

WITNESS 2

iALA Events (Pty) Ltd

DATED at on the day of

iALA Events (Pty) Ltd

WITNESS 1

WITNESS 2