REGISTRATION FORM: FULL PROGRAMME COMPREHENSIVE/CORE PLUS



Return form to regadmin@impak.co.za

Account holder pays the

deposit using the student

number as reference.

The registration process consists of the following steps: Complete and submit **Application** Deposit is On approval, registration is processed quote is sent paid form

- 1. Complete and sign this form to avoid any
- 2. Attach IDs and report cards (where applicable).

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Confirmation	
via SMS.	
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We will contact you if your application is incomplete.

A quote is e-mailed to the account holder.

We will contact you if there is a problem during the approval process

Learning material is ordered

You will be contacted once the parcel is dispatched.

1. Education options

Impak offers the following options:

Package	Comprehensive (Home): The learner is educated at home and receives all learning material. or Core Plus: The learner joins a registered Impak centre.							
	Centre name Centre code							
Language of instruction								
Programme	Full programme: Includes all the subjects required to successfully complete a grade. or Individual subject: Complete the correct registration form for this option.							

2. Learne	er	Take note: Only one learner per form
Full names		ID number (required)
Surname		Type of ID SA ID Passport Other
Title	Initials	Copy of ID attached Yes No – Take note: a copy is required
Cell number	- Compulsory for G	Grade 12 candidates Date of birth Y Y Y Y M M / D D
E-mail		
Physical addr	ess	Postal address Same as physical address
Street		Street/ PO Box
Suburb		Suburb
City/town	Province	City/town Province
Country	Postal code	Country Postal code
Have you regis	stered with Impak before? No Yes, student numb	lber

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Core Plus

Learning material for centre learners in South Africa is delivered to the centre free of charge. If the centre is based in Namibia, a non-refundable fee of R900 is charged for delivery.

6. Payment method - Section must be completed by account holder

Clients can select **one** of the following three methods of payment:

Use the five-digit student number (eg. 21000) as payment reference

Immediate full payment as per quote. **Once-off payment** 10% discount granted on package price.
Payment must be made via EFT/bank deposit/credit card. Client pays monthly instalment. Monthly payment via EFT/bank deposit/ credit card Deposit of 40% of package price required at registration (55% after 1 July 2017). Outstanding amount charged in equal monthly instalments, as per accepted quote. First instalment: Month after registration (earliest January); last instalment: October. Impak sets up an automatic debit order. Impak sets up an automatic debit order.

Deposit of 25% of package price required at registration (40% after 1 July 2017).

Deposit is not deducted automatically and must be paid via EFT/bank deposit/credit card.

Outstanding amount charged in equal monthly instalments, as per accepted quotation.

First instalment: Month after registration (earliest January); last instalment: October. Monthly Impak-administered debit order

General terms:

- Banking details and reference used for payments must be as per quote/ invoice, or risk change in quotation.
- Payments can be made online via Impak's payment portal.
- Credit card payments can be made at Impak's office.
- No cheques or cash accepted.
- Payment of quotation constitutes agreement in terms of the number of instalments, the amount and the commencement date.
 Payments are made in advance; billing takes place on the 25th of each
- month for the following month.
- Normal VAT regulations apply.
- Prices on this form are inclusive of VAT.

 The package price is the sum of the subject prices, as selected.

 Supplementary subject prices, delivery fee and other additional charges are non-refundable and payable at registration.

 Note: Examination board and examination administration fees are
- charged on the same terms as the package price. These fees cannot be discounted

S

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payment			
o pay my account once-off.			
			Date: Y Y Y / M M / D D
	Signature: A	account holder	
EFT/bank deposit/credit of	card		Deposit required with registration
	permission that a cr	edit check may be done, i	f required. I also confirm that I am responsible
_	Signature: A	account holder	Date: Y Y Y / M M / D D
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mpak-administered debit	t order		Deposit required with registration
ill be debited on the twenty-fifth (25th) of val process is completed by the twentiet Il be the month thereafter. er cancellation request must be received	f each month, with re th (20th) of the currer	nt month, the first debit or	
		Type of account	Transmission Savings Cheque
		Branch code	
anch Yes No			
with the abovementioned bank (or any of sfer my account) the monthly instalment staining to this agreement and/or registratic te falls on a weekend or public holiday, I acceducted on the first business day preceding funds in my account to honour the monthly itrack my account and re-present the debit ands are available in my account.	ther bank or branch set out above or any on form. In the event gree that the monthly g the payment date. If instalment/s, I hereby order for payment as	or have been returned useforementioned account entitled to a refund of an the amounts are still lega cancelled by myself upon Impak may cede/assign ceded/assigned to that the	oever the monthly instalment/s have not been deducted inpaid, I authorise Impak to immediately deduct from my any such unpaid amounts. I understand that I shall not be nounts deducted while this mandate is in force, and while ally owing to Impak. I agree that this mandate may only be provision of 20 (twenty) days written notice to Impak. this mandate to any third party if the agreement is also ird party. In the absence of such cession/assignment of the may not be ceded/ assigned to any third party.
t ti give cille ou	payment to pay my account once-off. EFT/bank deposit/credit of to pay my account monthly. I hereby give ments described. Impak-administered debito to pay my account monthly via an Impaktion: ges of R100 will be charged if debit orders will be debited on the twenty-fifth (25th) of oval process is completed by the twentief ill be the month thereafter. er cancellation request must be received wunt details: Impak-administered debiton: Impak-admi	to pay my account once-off. Signature: A	Signature: Account holder

7. Additional products

We provide the following products at an additional cost, which is non-refundable and payable at registration. Select the additional products you would like to register for below.

Bible Education	 Available for Grade R to 9. The learner receives the learning material, but is not assessed. The facilitator receives a facilitator's guide. R240 per year. Would you like to register for Bible Education?
Hard copy examination papers Comprehensive (Home) package	 All examination material is made available electronically via my.Impak. Examination papers for Grade 4 to 10 learners in South Africa can be supplied in hard copy. Examination papers will be delivered to the legal guardian's physical address. Only available if registration is finalised by 31 March 2017. R430 per year (delivery included). Would you like to receive examination papers in hard copy?

8. Grade and subject selection

This section applies to the full programme. If you wish to register for an individual subject, or to register fewer than the required number of subjects, please complete the individual subject registration form.

Foundation Phase: Grade R to 3 Select Grade 1 Grade 2 **Grade 3 Grade R** your grade English Home Language English Home Language English Home Language or English First Additional Language English First English First Additional Language Additional Language and Select two languages Afrikaans Huistaal Afrikaans Huistaal (at least one Afrikaans Huistaal home language) or or Afrikaans Eerste Afrikaans Eerste Afrikaans Eerste Addisionele Taal Addisionele Taal Addisionele Taal ✓ Mathematics ✓ Mathematics ✓ Mathematics Compulsory subjects Learn and do Life Skills Life Skills Life Skills Comprehensive R4 080 R4 080 R4 080 R2 592 (Home) Core Plus R1 836 R3 456 R3 456 R3 456 (Centre)

Intermediate and Senior Phase: Grade 4 to 9										
Material format optio	ns									
Comprehensive (Home)/Core Plus										
Hard c	opy format Hard copy material or	nly. (If no box is ticked, this option will be selected by default.)								
	Hard copy & electronic format Hard copy material with e-version add-on.									
or Comprehensive (Ho	me)									
	onic format Electronic material o	nly. Take note that electronic material cannot be co tact Impak for more information.	opied or printed. Once downloaded, it is							
Select your grade	Grade 4	Grade 5	Grade 6							
	English Home Language	English Home Language	English Home Language							
Select two languages	English First Additional Language	English First Additional Language	English First Additional Language							
(at least one home language)	Afrikaans Huistaal	Afrikaans Huistaal	Afrikaans Huistaal							
	or Afrikaans Eerste Addisionele Taal	or Afrikaans Eerste Addisionele Taal	Afrikaans Eerste Addisionele Taal							
	☑ Life Skills	☑ Life Skills	☑ Life Skills							
Compulsory	Mathematics	Mathematics	✓ Mathematics							
subjects	✓ Natural Sciences and Technology	Natural Sciences and Technology	✓ Natural Sciences and Technology							
	Social Sciences	Social Sciences	Social Sciences							
Comprehensive (Home) - Hard copy	R6 840 (+ R504 e-version add on)	R6 840 (+ R504 e-version add on)	R6 840 (+ R504 e-version add on)							
Comprehensive (Home) - Electronic	R4 104	R4 104	R4 104							
Core Plus	R5 760	R5 760	R5 760							
Select your grade	Grade 7	Grade 8	Grade 9							
Select two	English Home Language	English Home Language	English Home Language							
languages	English First Additional Language	English First Additional Language	English First Additional Language							
(at least one home language)	Afrikaans Huistaal	Afrikaans Huistaal	Afrikaans Huistaal							
	or Afrikaans Eerste Addisionele Taal	or Afrikaans Eerste Addisionele Taal	Afrikaans Eerste Addisionele Taal							
	 ✓ Creative Arts ✓ Economic and Management Sciences 	 ✓ Creative Arts ✓ Economic and Management Sciences 	✓ Creative Arts✓ Economic and Management Sciences							
	Life Orientation	Life Orientation	Life Orientation							
Compulsory	Mathematics	Mathematics	Mathematics							
subjects subjects	✓ Natural Sciences	Natural Sciences	✓ Natural Sciences							
	Social Sciences	Social Sciences	Social Sciences							
	✓ Technology	✓ Technology	✓ Technology							
Optional additional subject at extra cost		Computer Applications Technology	Computer Applications Technology							
Comprehensive (Home) - Hard copy	R10 260 (+R1 140 per additional subject)	R10 260 (+R1 140 per additional subject)	R10 260 (+R1 140 per additional subject)							
Comprehensive (Home) - Electronic	R6 156	R6 156 (+R685 per additional subject)	R6 156 (+R685 per additional subject)							
Core Plus	R8 640	R8 640 (+R960 per additional subject)	R8 640 (+R960 per additional subject)							

Phase: Grade 10 and 11 Remember to submit a valid **Grade 11** Select Grade 10 Grade 10 report card with your grade this application **English Home Language English Home Language** or or Select two languages English First Additional Language English First Additional Language (at least one home and and language) Afrikaans Huistaal Afrikaans Huistaal or or Afrikaans Eerste Addisionele Taal Afrikaans Eerste Addisionele Taal Life Orientation Life Orientation Compulsory subjects Mathematics Mathematics is strongly Mathematics Mathematics is strongly Select your recommended for subjects marked with * and will prove valuable for subjects marked with ** recommended for subjects marked or or with * and will prove valuable for subjects marked with ** Mathematics Mathematical Literacy Mathematical Literacy Accounting History Accounting* History (requires Mathematics) Information Technology* Information Technology Agricultural Sciences** Agricultural Sciences** Select at least three compulsory elective subjects (included in **Business Studies Business Studies** Life Sciences** Life Sciences** package price) Physical Sciences (requires Mathematics) Physical Sciences (requires Mathematics) **Dramatic Arts Dramatic Arts** You may select Religion Studies Religion Studies **Economics Economics** optional additional elective **Engineering Graphics Engineering Graphics** subjects at extra cost Tourism Tourism and Design* and Design* Geography** Visual Arts Geography** Visual Arts For Grade 11, the subjects Computer Applications Technology Computer Applications Technology chosen must have been taken in Grade 10 **Hospitality Studies** Hospitality Studies Practical assessment may involve additional Practical or or Only two subject changes assessment may involve additional costs Consumer Studies Consumer Studies are allowed between Grade 10 and Grade 11 Agricultural Management Agricultural Management **Practices Practices** R12 768 R12 768 (plus R12 SACAI fee per subject) (plus R65 SACAI fee per subjcet) Comprehensive (Home)

Please note: The software required for Computer Applications Technology and Information Technology is not included.

R10 836

(plus R65 SACAI fee per subject)

With submission of this form I declare that:

R10 836

(plus R12 SACAI fee per subject)

Grade 10

Core Plus

I have familiarised myself with the rules regarding admission and subject choices contained in the **Grade 10 – 12 Critical Enrolment Information** document (available on www.impak.co.za).

and

The learner is at the required standard to progress to Grade 10. (Policy dictates that a learner must have achieved the required standards for successful completion of Grade 9 prior to entering Grade 10.) In the event where a valid report card is not available, the responsibility resides with me (quardian/parent) and I hereby confirm this learner's readiness and compliance with the Grade 9 standards.

Grade 11

I have familiarised myself with the rules regarding admission and subject choices contained in the *Grade 10 – 12 Critical Enrolment Information* document (available on www.impak.co.za).

and

The learner has successfully completed Grade 10 and the valid, final Grade 10 report card is attached. If registering before February 2017, I accept responsibility for submitting a final Grade 10 report card to Impak before the end of February 2017. I understand that the application will **only be accepted provisionally** and, should I fail to submit a final report card for Grade 10, the learner's registration may be cancelled.

Phase: Grade 12 Remember to submit valid Grade 12 Select your grade Grade 10 and Grade 11 report cards with this application Afrikaans Huistaal **English Home Language** Select two languages or and (at least one home language) Afrikaans Eerste Addisionele Taal English First Additional Language Compulsory subject ✓ Life Orientation Mathematics is strongly recommended for subjects marked with * and Select your Mathematics Mathematics Mathematical Literacy will prove valuable for subjects marked with Life Sciences** Accounting* Engineering Graphics and Design** Select at least three Physical Sciences compulsory elective Agricultural Sciences** Geography** (requires Mathematics) subjects (included in package price) History Religion Studies **Business Studies** Computer Applications Technology Information Technology* Tourism You may select optional additional elective subjects **Economics** at extra cost. The subjects chosen must have been

	Full programme	R12 768
Comprehensive (Home)	SACAI	R600 per subject
	Final Examination administration fee	R750 each for CAT and IT. All other subjects R225. No Final Examination in Life Orientation.

Hospitality Studies

Consumer Studies

Dramatic Arts

Visual Arts

R1 824 per subject

Core Plus	Full programme	R10 836					
	SACAI	R600 per subject					
	Final Examination administration fee	R750 each for CAT and IT. All other subjects R225. No Final Examination in Life Orientation.					
	Additional subjects	R1 548 per subject					

Agricultural Management

If Impak needs to

facilitate practical

assessment:

approximately

R2 000 extra

Practices

Civil Technology*

Please note: The software required for Computer Applications Technology and Information Technology is not included.

If Impak needs to

facilitate practical

assessment:

approximately

R1 000 extra



taken in Grade 10 and

Only one subject change is

allowed when registering for

Grade 11

Grade 12

Grade 10 and 11 report cards required

Additional subjects

The candidate must prove that he/she passed Grade 10 and Grade 11 by submitting valid, final report cards. The Grade 10 report card is required with this registration. If the Grade 11 final report card is not yet available, the latest report card may be submitted. The final Grade 11 report card should still be submitted by no later than the end of Febuary 2017. Where applicable, a previous Grade 12 report card must also be submitted.

With submission of this form I declare that:

I have familiarised myself with the rules regarding admission and subject choices contained in the *Grade 10 – 12 Critical Enrolment Information* document (available on www.impak.co.za).

and

The learner has successfully completed Grade 10 and Grade 11 and both the valid, final Grade 10 and Grade 11 report cards are attached. If registering before February 2017, I accept responsibility for submitting a final Grade 11 report card to Impak before the end of February 2017. I understand that the application will **only be accepted provisionally** and, should I fail to submit a final report card for Grade 11, the learner's registration may be cancelled.

9. Standard Agreement (Impak Onderwysdiens (Pty) Ltd.) - Terms and Conditions (1/2)

- 1. Impak Onderwysdiens (Pty) Ltd ("Impak"), registration number: 2011/011959/07, trading inter alia as Impak, is a private company that sells educational products and services (which can be utilised in conjunction with the services offered by third parties), and which include but are not limited to educational programmes and modules, study material, exams, assignments and support and administration services (hereinafter referred to as the "products and services").
- 2. For the purposes of this agreement:
- 2.1. "Centre" shall mean any independent entity which has registered with Impak, and is authorised to provide educational services to users of Impak's products;
- 2.2. "Account Holder": shall mean the person who has undertaken, both in this agreement and in the application form, to make payment of all amounts due to Impak in respect of Impak's provision of the products and services, and can also be the Legal Guardian as defined herein;
- 2.3. "Impak Policy": shall mean any policy, regulation, rule or similar proclamation regulating any aspect relating to Impak and/or the products and services. The Impak Policy shall be determined by Impak, from time to time in its sole and absolute discretion and upon publication on Impak's website (www.impak.co.za) shall substitute and replace the parallel and/or equivalent preceding Impak Policy (if any). The Impak Policy is available on Impak's website and incorporated herein by reference;
- 2.4. "Legal Guardian": shall mean (a) the parent or 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);
- 3. The Legal Guardian undertakes to ensure compliance with the requirements of the South African Schools Act, 84 of 1996 (as Amended) ("the Act") in registration with Impak, in particular:
- 3.1. 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.
- 3.2. In terms of Section 51 of the Act, every home-schooled learner must be registered by the Legal Guardian with the Department of Education; and
- 3.3. The education received by the learner should meet the minimum requirements for the curriculum of a public school; and
- 3.4. The Legal Guardian is also required to ensure that the learner's progress is assessed at the end of each compulsory phase of education. Impak may be consulted for assistance in this regard.
- 4. Any application form completed and submitted to Impak by the Legal Guardian/Account Holder shall constitute an offer to Impak, and the agreement between the Legal Guardian/Account Holder and Impak shall be deemed to have been concluded at the time and place that it is signed by Impak's authorised representative at its head office. Furthermore:
- 4.1. Impak shall not be required to provide the Legal Guardian/Account Holder with express acceptance of its offer, and tacit acceptance of the offer by 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, Impak reserves its right to refuse any offer made;
- 4.3. The agreement shall subsist for a period of 1 (one) academic year (determined in terms of Impak's academic calendar) from date of registration, after which the agreement will expire and the Account Holder/Legal Guardian may conclude a new agreement with Impak;
- 4.4. Impak hereby confirms that no Centre is authorised to conclude an agreement for the provision of products and services on its behalf, but any such agreement may be concluded by a Centres in its capacity as an independent entity. The Legal Guardian/Account Holder undertakes to familiarise themselves with the terms and conditions of each such entity with which they contract.
- 5. The Legal Guardian/Account Holder acknowledges:
- 5.1. A Centre's registration with Impak does not imply accreditation with Impak;
- 5.2. Any agreement with a Centre shall not be construed as part of this agreement;
- 5.3. Upon electing to use the services of a registered Centre, the relationship between the Legal Guardian/Account Holder and such Centre will not be regulated by this agreement:
- 5.4. Impak does not regulate the services rendered by a Centre.
- 6. The Legal Guardian/Account Holder guarantees and undertakes that:
- 6.1. The information provided in the application form is both true and correct, and this is a material term of the agreement.
- 6.2. If so requested, additional documentation required by Impak will be the original document or will be certified as a true copy of the original. He/she is fully familiar with Impak's most recent Impak Policy and shall comply with any applicable Impak Policy.
- 7. All amendments or adjustments that the Legal Guardian/Account Holder wishes to make to the application form 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 to the application form shall result in additional costs, which includes but are not limited to the administration costs stipulated in the Impak Policy.
- 8. The Legal Guardian/Account Holder hereby confirms that the learner/s complies with the prescribed guidelines for registration for the chosen Impak products, as set out from time to time by Impak, any external examination Board, and any other regulatory body. If the learner fails to submit the required proof when requested to do so by Impak, Impak may elect to cancel the registration and the prescribed cancellation costs will apply as stipulated in the Impak 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 Impak 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.
- 10. The Legal Guardian/Account Holder takes full responsibility and liability for the application of the products and services that are purchased. The issuing of the Grade 12 certificate by any external examination Board 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 appropriate 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 Impak 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. In the event that the Legal Guardian/Account Holder has elected to use the services of a registered Centre, he/she hereby agrees that the chosen address for delivery shall be the address of the said Centre. 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 thorough checking and verifying of the products from Impak 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 Impak accordingly in writing. If no notice is received from the Legal Guardian/Account Holder and he/she later claims that they did not receive all the learning material and/or books, the Legal Guardian/Account Holder undertakes to be fully responsible and liable for all possible costs that may be incurred in resending any study material and/or books.
- 14. All Impak products remain the property of Impak until such products have been paid for in full. It is understood that Impak 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 Impak. This shall also apply to the products and services provided by Centres on behalf of Impak, which shall not be construed as being the intellectual property of the Centres.

9. Standard Agreement (Impak Onderwysdiens) - Terms and Conditions (2/2)

- 15. It is specifically agreed that all rights whatsoever to intellectual property contained in Impak's products and services, whether they are capable of registration or not, and including but not limited to Impak's name, trading name, products, educational programmes, study material, examinations, assignments, logo and/or image, remain the sole property of Impak. The Legal Guardian/Account Holder acknowledges and agrees that it will be liable for any damages incurred by Impak, alternatively a minimum amount of R 100 000.00 (one hundred thousand Rand) in the event that the Legal Guardian/Account Holder copies, reproduces or distributes Impak's products and/or study material, or allows any other person to do so when under his/her supervision. Impak 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 his/her application within seven (7) days from the date of delivery of learning material at the nominated address, without incurring any cancellation fees, provided the learning material received is sent back to IMPAK's distributor in the original packaging and within 14 (fourteen) days from the date of cancellation. Any cancellation outside of the seven (7) day period shall be dealt with in accordance with the Impak 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. The date of delivery of learning material is defined as the date the client, or a representative, signed the proof of delivery of the first learning material parcel.
- 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 provided by Impak 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 Impak. The Account Holder may not be changed until such time as all amounts owing to Impak by the current Account Holder are paid in full.
- 19. Impak retains the right to cancel an application and/or to refuse to supply any product or service, including but not limited to, learning material, access and provision of examinations, access to the my.Impak portal 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 Impak 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 Impak or its nominee (whose appointment as such it shall not be necessary to prove) stating the indebtedness of the Legal Guardian/Account Holder to Impak in respect of all amounts due in terms of this agreement and the application form, shall serve as prima facie proof of such indebtedness for the purpose of any legal proceedings.
- 21. Impak, and any of its duly authorised representatives, may cede or assign the rights contained herein at any time to any third party without the prior consent of the Legal Guardian/Account Holder. The rights obtained by the Legal Guardian/Account Holder in terms of this agreement may not be ceded or assigned without Impak's prior written consent.
- 22. The 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 communication with regard to this agreement. The Legal Guardian/Account Holder undertakes to inform Impak in writing by means of prepaid registered post, email or fax of any change of address.
- 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 Magistrate's 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 aforegoing, 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.
- 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 Impak, 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 Impak to enforce any provision of this agreement shall constitute a waiver of such provision or affect in any way Impak's right to require performance of any such provision at any time in the future.
- 27. Impak, 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/s, 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 Impak's products and services, when used as a home-schooling product or via a Centre or in any other manner whatsoever.
- 28. The Legal Guardian/Account Holder hereby consents and authorises Impak as well as Impak'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. Impak retains the right to disclose any the financial or accounting information pertaining to the Legal Guardian/Account Holder to the Centre or to any Impak 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.

Declaration ACCOUNT HOLDER: (full names and surname), (ID number:) hereby confirm that I have read and fully understand the terms and conditions and further that I am personally responsible for the payment of the account or any penalties or administration fees, as stipulated above and in the application form. I bind myself to these terms and conditions. Thus done and signed at ____ ____ on this ____ day of ___ Signature: Account holder LEGAL GUARDIAN (IF NOT ACCOUNT HOLDER): (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 application form. I bind myself to these terms and conditions _____on this _____ day of _____ 20 ___ Thus done and signed at Signature: Legal guardian