

# REGISTRATION FORM: FULL PROGRAMME COMPREHENSIVE/CORE PLUS

The registration process consists of the following steps:



## 1. Education options

Impak offers the following options:

	<b>Package</b>	<input type="checkbox"/> <b>Comprehensive (Home):</b> The learner is educated at home and receives all learning material. or <input type="checkbox"/> <b>Core Plus:</b> The learner joins a registered Impak centre. Centre name <input type="text"/> Centre code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
	<b>Language of instruction</b>	<input type="checkbox"/> <b>English:</b> All learning material, excluding languages, is supplied in English. (If a language is not selected, English will be selected by default.) or <input type="checkbox"/> <b>Afrikaans:</b> All learning material, excluding languages, is supplied in Afrikaans. ( <i>'n Afrikaanse registrasievorm is beskikbaar.</i> )
	<b>Programme</b>	<input type="checkbox"/> <b>Full programme:</b> Includes all the subjects required to successfully complete a grade. or <input type="checkbox"/> <b>Individual subject:</b> Complete the correct registration form for this option.

## 2. Learner

Take note: Only one learner per form

Full names <input type="text"/>	ID number (required) <input type="text"/>
Surname <input type="text"/>	Type of ID <input type="checkbox"/> SA ID <input type="checkbox"/> Passport <input type="checkbox"/> Other <input type="text"/>
Title <input type="text"/> Initials <input type="text"/> <input type="text"/> <input type="text"/>	Copy of ID attached <input type="checkbox"/> Yes <input type="checkbox"/> No – Take note: a copy is required
Cell number <input type="text"/> – Compulsory for Grade 12 candidates	Date of birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/>
E-mail <input type="text"/>	

Physical address	Postal address	Same as physical address <input type="checkbox"/>
Street <input type="text"/>	Street/ PO Box <input type="text"/>	
Suburb <input type="text"/>	Suburb <input type="text"/>	
City/town <input type="text"/> Province <input type="text"/>	City/town <input type="text"/> Province <input type="text"/>	
Country <input type="text"/> Postal code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Country <input type="text"/> Postal code <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

Have you registered with Impak before?  No  Yes, student number



## 6. Payment method – Section must be completed by account holder

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

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

	<p><b>A</b> <b>Once-off payment</b></p>	<p>Immediate full payment as per quote. 10% discount granted on package price. Payment must be made via EFT/bank deposit/credit card.</p>
	<p><b>B</b> <b>Monthly payment via EFT/bank deposit/ credit card</b></p>	<p>Client pays monthly instalment. Deposit of <b>40%</b> 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.</p>
	<p><b>C</b> <b>Monthly Impak-administered debit order</b></p>	<p>Impak sets up an automatic debit order. Deposit of <b>25%</b> 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.</p>

### 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.

Select **one** method of payment:

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

I would like to pay my account once-off.

\_\_\_\_\_  
Signature: Account holder

Date:     /   /

or

### **B** Monthly EFT/bank deposit/credit card

*Deposit required with registration*

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

\_\_\_\_\_  
Signature: Account holder

Date:     /   /

or

### **C** Monthly Impak-administered debit order

*Deposit required with registration*

I would like to pay my account monthly via an Impak-administered debit order.

#### General information:

- Bank charges of R100 will be charged if debit orders are unsuccessful.
- Accounts will be debited on the twenty-fifth (25th) of each month, with reference REIMPAK.
- If the approval process is completed by the twentieth (20th) of the current month, the first debit order will be charged in the current month. If not, the first payment will be the month thereafter.
- A debit order cancellation request must be received in writing before the twentieth (20th) of the current month to cancel the debit order for the next month.

#### Debit order account details:

Account holder	<input type="text"/>	Account number	<input type="text"/>
Bank	<input type="text"/>	Type of account	<input type="checkbox"/> Transmission <input type="checkbox"/> Savings <input type="checkbox"/> Cheque
Branch	<input type="text"/>	Branch code	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
South African branch	<input type="checkbox"/> Yes <input type="checkbox"/> No		

I hereby request and authorise Impak Onderwysdiens (Pty) Ltd ("Impak") to deduct from my account with the abovementioned 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/or 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 Impak 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 whatsoever the monthly instalment/s have not been deducted or have been returned unpaid, I authorise Impak to immediately deduct from my aforementioned 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 Impak. I agree that this mandate may only be cancelled by myself upon provision of 20 (twenty) days written notice to Impak. Impak 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.

\_\_\_\_\_  
Signature: Account holder

Date:     /   /

## 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.

<b>Bible Education</b>	<ul style="list-style-type: none"> <li>• Available for Grade <b>R to 9</b>.</li> <li>• The learner receives the learning material, but is not assessed. The facilitator receives a facilitator's guide.</li> <li>• <b>R240</b> per year.</li> </ul> <p>Would you like to register for Bible Education? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<b>Hard copy examination papers</b> <i>Comprehensive (Home) package</i>	<ul style="list-style-type: none"> <li>• All examination material is made available electronically via <i>my.Impak</i>.</li> <li>• Examination papers for Grade 4 to 10 learners in South Africa can be supplied in hard copy.</li> <li>• Examination papers will be delivered to the legal guardian's physical address.</li> <li>• Only available if registration is finalised by 31 March 2017.</li> <li>• <b>R430</b> per year (delivery included).</li> </ul> <p>Would you like to receive examination papers in hard copy? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
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## 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

1 Select your grade	Grade R	Grade 1	Grade 2	Grade 3
2 Select <b>two</b> languages (at least one home language)		<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language <b>and</b> <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language <b>and</b> <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language <b>and</b> <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal
3 Compulsory subjects	<input checked="" type="checkbox"/> Learn and do	<input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Life Skills	<input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Life Skills	<input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Life Skills
Comprehensive (Home)	R2 592	R4 080	R4 080	R4 080
Core Plus (Centre)	R1 836	R3 456	R3 456	R3 456

# Intermediate and Senior Phase: Grade 4 to 9

## Material format options

### Comprehensive (Home)/Core Plus

**Hard copy format** Hard copy material only. (If no box is ticked, this option will be selected by default.)

or

**Hard copy & electronic format** Hard copy material with e-version add-on.

or

### Comprehensive (Home)

**Electronic format** Electronic material only. Take note that electronic material cannot be copied or printed. Once downloaded, it is available offline. Contact Impak for more information.

1 Select your grade	Grade 4	Grade 5	Grade 6
2 Select <b>two</b> languages (at least one home language)	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal
3 Compulsory subjects	<input checked="" type="checkbox"/> Life Skills <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences and Technology <input checked="" type="checkbox"/> Social Sciences	<input checked="" type="checkbox"/> Life Skills <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences and Technology <input checked="" type="checkbox"/> Social Sciences	<input checked="" type="checkbox"/> Life Skills <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences and Technology <input checked="" type="checkbox"/> 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

1 Select your grade	Grade 7	Grade 8	Grade 9
2 Select <b>two</b> languages (at least one home language)	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal	<input type="checkbox"/> English Home Language or <input type="checkbox"/> English First Additional Language and <input type="checkbox"/> Afrikaans Huistaal or <input type="checkbox"/> Afrikaans Eerste Addisionele Taal
3 Compulsory subjects	<input checked="" type="checkbox"/> Creative Arts <input checked="" type="checkbox"/> Economic and Management Sciences <input checked="" type="checkbox"/> Life Orientation <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences <input checked="" type="checkbox"/> Social Sciences <input checked="" type="checkbox"/> Technology	<input checked="" type="checkbox"/> Creative Arts <input checked="" type="checkbox"/> Economic and Management Sciences <input checked="" type="checkbox"/> Life Orientation <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences <input checked="" type="checkbox"/> Social Sciences <input checked="" type="checkbox"/> Technology	<input checked="" type="checkbox"/> Creative Arts <input checked="" type="checkbox"/> Economic and Management Sciences <input checked="" type="checkbox"/> Life Orientation <input checked="" type="checkbox"/> Mathematics <input checked="" type="checkbox"/> Natural Sciences <input checked="" type="checkbox"/> Social Sciences <input checked="" type="checkbox"/> Technology
4 Optional additional subject at extra cost		<input type="checkbox"/> Computer Applications Technology	<input type="checkbox"/> 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)

**1** Select your grade

**Grade 10**

**Grade 11**

Remember to submit a valid Grade 10 report card with this application

Select **two** languages (at least one home language)

English Home Language  
or  
 English First Additional Language  
**and**  
 Afrikaans Huistaal  
or  
 Afrikaans Eerste Addisionele Taal

English Home Language  
or  
 English First Additional Language  
**and**  
 Afrikaans Huistaal  
or  
 Afrikaans Eerste Addisionele Taal

**3** Compulsory subjects

Life Orientation

Life Orientation

**4** Select your Mathematics

Mathematics  
or  
 Mathematical Literacy

Mathematics is strongly recommended for subjects marked with \* and will prove valuable for subjects marked with \*\*

Mathematics  
or  
 Mathematical Literacy

Mathematics is strongly recommended for subjects marked with \* and will prove valuable for subjects marked with \*\*

**5** Select at least **three** compulsory elective subjects (included in package price)

You may select optional additional elective subjects at extra cost

For Grade 11, the subjects chosen must have been taken in Grade 10

Only two subject changes are allowed between Grade 10 and Grade 11

<input type="checkbox"/> Accounting (requires Mathematics)	<input type="checkbox"/> History
<input type="checkbox"/> Agricultural Sciences**	<input type="checkbox"/> Information Technology*
<input type="checkbox"/> Business Studies	<input type="checkbox"/> Life Sciences**
<input type="checkbox"/> Dramatic Arts	<input type="checkbox"/> Physical Sciences (requires Mathematics)
<input type="checkbox"/> Economics	<input type="checkbox"/> Religion Studies
<input type="checkbox"/> Engineering Graphics and Design**	<input type="checkbox"/> Tourism
<input type="checkbox"/> Geography**	<input type="checkbox"/> Visual Arts
<input type="checkbox"/> Computer Applications Technology	

Hospitality Studies  
or  
 Consumer Studies  
 Agricultural Management Practices

Practical assessment may involve additional costs

<input type="checkbox"/> Accounting*	<input type="checkbox"/> History
<input type="checkbox"/> Agricultural Sciences**	<input type="checkbox"/> Information Technology*
<input type="checkbox"/> Business Studies	<input type="checkbox"/> Life Sciences**
<input type="checkbox"/> Dramatic Arts	<input type="checkbox"/> Physical Sciences (requires Mathematics)
<input type="checkbox"/> Economics	<input type="checkbox"/> Religion Studies
<input type="checkbox"/> Engineering Graphics and Design**	<input type="checkbox"/> Tourism
<input type="checkbox"/> Geography**	<input type="checkbox"/> Visual Arts
<input type="checkbox"/> Computer Applications Technology	

Hospitality Studies  
or  
 Consumer Studies  
 Agricultural Management Practices

Practical assessment may involve additional costs

Comprehensive (Home)

R12 768 (plus R12 SACAI fee per subject)

R12 768 (plus R65 SACAI fee per subject)

Core Plus

R10 836 (plus R12 SACAI fee per subject)

R10 836 (plus R65 SACAI fee per subject)

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

**With submission of this form I declare that:**

**Grade 10**

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 (guardian/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.

1 Select your grade

**Grade 12**

Remember to submit valid Grade 10 and Grade 11 report cards with this application

2 Select **two** languages (at least one home language)

English Home Language and  Afrikaans Huistaal  
 or or  
 English First Additional Language or  Afrikaans Eerste Addisionele Taal

3 Compulsory subject

Life Orientation

4 Select your **Mathematics**

Mathematics or  Mathematical Literacy

Mathematics is strongly recommended for subjects marked with \* and will prove valuable for subjects marked with \*\*

5 Select at least **three** compulsory elective subjects (included in package price)

You may select optional additional elective subjects at extra cost. The subjects chosen must have been taken in Grade 10 and Grade 11

Only one subject change is allowed when registering for Grade 12

<input type="checkbox"/> Accounting*	<input type="checkbox"/> Engineering Graphics and Design**	<input type="checkbox"/> Life Sciences**
<input type="checkbox"/> Agricultural Sciences**	<input type="checkbox"/> Geography**	<input type="checkbox"/> Physical Sciences (requires Mathematics)
<input type="checkbox"/> Business Studies	<input type="checkbox"/> History	<input type="checkbox"/> Religion Studies
<input type="checkbox"/> Computer Applications Technology	<input type="checkbox"/> Information Technology*	<input type="checkbox"/> Tourism
<input type="checkbox"/> Economics		

  

<input type="checkbox"/> Hospitality Studies or <input type="checkbox"/> Consumer Studies	If Impak needs to facilitate practical assessment: approximately R1 000 extra	<input type="checkbox"/> Agricultural Management Practices <input type="checkbox"/> Civil Technology*	If Impak needs to facilitate practical assessment: approximately R2 000 extra
<input type="checkbox"/> Dramatic Arts <input type="checkbox"/> Visual Arts			

Comprehensive (Home)	Full programme	R12 768
	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 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

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



**Grade 10 and 11 report cards required**

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 February 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](http://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 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.
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:

I, \_\_\_\_\_ (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 \_\_\_\_\_ 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 application form. I bind myself to these terms and conditions.

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Signature: Legal guardian \_\_\_\_\_