LEARNER CONTRACT

Occupational Certificate: Entrepreneur (NQF Level 3, SAQA ID 124485, 63 credits)
Kumanov Perfumery Foundation NPC

KEY INFORMATION AT A GLANCE (plain-language summary, not a substitute for the full contract)

Course Fee: R8 500.00 per Entrepreneurship Course. This is the total price. There are no interest charges, penalties or hidden fees from the Foundation.

How you pay: one single payment of R8 500.00 before the Course starts, either from your own funds or through a Nedbank Education Loan (clause 3).

Nedbank Education Loan: this is a separate credit agreement between you and Nedbank. The Foundation is not a credit provider and does not approve or guarantee the loan (clause 3.5).

Cancelling: you can cancel within 5 business days of signing for a full refund, and later on the terms in clause 7.

Problems: speak to us first. You may also complain to the National Consumer Commission, the QCTO, or, for loan matters, the National Credit Regulator (clause 11).

Please read the clauses marked with a star (*) carefully. They limit your rights or place duties on you.

1. PARTIES

The Provider:

Name	Kumanov Perfumery Foundation NPC ("the Foundation")
Registrations	CIPC 2025/153831/08; NPO 321-220 NPO; PBO 930086209; QCTO Skills Development Provider Accreditation No. 01-QCTO/SDP240526093729
Address	2 Huguenot Road, Franschhoek, Western Cape, 7690
Contact	074 121 0012 / 078 497 2138 | info@kumanovperfumery.com

The Learner:

Full name	
ID / passport no.	
Date of birth	
Cell / WhatsApp	
Email	
Residential address	
Training venue / node	Franschhoek / Bishop Lavis / Kuilsriver / Other: _____

The Foundation and the Learner are together "the parties". This contract is binding once both parties have signed it. The Learner's place on the Course is confirmed once the Course Fee has been received, or Nedbank has confirmed in writing that it will pay it (clause 3).

2. THE COURSE

2.1 The Foundation will present the Occupational Certificate: Entrepreneur (NQF Level 3, SAQA ID 124485) ("the Course"), covering the knowledge, practical skill and work experience modules that the Foundation selects from the QCTO curriculum. These include entrepreneurship, viability assessment, financial requirements of a new venture, generating viable business ideas, determining market requirements, sourcing funding, and developing a business concept and funding proposal.

2.2 The Course is presented through classroom sessions, practical workshops, mentorship and application tasks in the Learner's own business or business idea. Facilitation is primarily in English, with support in Afrikaans and isiXhosa where feasible.

2.3 Entry requirement: NQF Level 2 with mathematical literacy and communication, or equivalent through Recognition of Prior Learning (RPL). The Learner confirms that the information given on enrolment is true.

Intended start date	
Intended end date	
Schedule / days / venue	

3. COURSE FEE AND PAYMENT

3.1 **Course Fee.** The Course Fee is **R8 500.00 (eight thousand five hundred Rand) per Entrepreneurship Course**. It is the total price for the Course and includes VAT where the Foundation is required to charge it. A Learner who enrols for more than one Entrepreneurship Course pays R8 500.00 for each Course.

3.2 **What the fee covers.** The Course Fee covers tuition, learner guides and learning materials, formative and summative assessment, internal moderation, and the statement of results or attendance certificate. It does not cover the Learner's personal costs such as transport, data or meals. No other amount is payable to the Foundation for the Course. If the QCTO or an assessment quality partner charges a fee directly for an External Integrated Summative Assessment (EISA), that fee is not part of the Course Fee and the Foundation will tell the Learner the amount in writing before the Learner pays.

3.3 **Single payment.** The Course Fee is paid in **one single payment of R8 500.00** on or before _____ (the "Payment Date"), which must be at least 3 business days before the first session. The Foundation does not offer instalments or any other credit. Payment is made by EFT or bank deposit using the Learner's full name as reference:

Account name	Kumanov Perfumery Foundation NPC
Bank / Account no. / Branch code	**Capitec Business / 1055708537 / 450105**

3.4 **Source of funds** *(tick one).* The single payment in clause 3.3 will be made from:

[ ] Own funds	The Learner pays the R8 500.00 personally, or through a family member or sponsor who pays on the Learner's behalf.
[ ] Nedbank Education Loan	Nedbank pays the R8 500.00 directly to the Foundation as the single payment, in terms of clause 3.5. Learner's Nedbank application reference (if available): _____

3.5 **Nedbank Education Loan ***

(a) *Separate agreement.* A Nedbank Education Loan is a credit agreement between the Learner and Nedbank Limited, a registered credit provider, governed by the National Credit Act 34 of 2005. The Foundation is not a party to it. The Foundation is not a credit provider, does not lend money, does not assess affordability, and does not guarantee or stand surety for the loan.

(b) *Eligibility and approval.* Nedbank decides, in its own discretion and in line with the National Credit Act, whether to approve a loan and on what terms. Nedbank's published requirements include that the applicant is a South African resident aged 18 to 65 with a regular source of income. A loan is not

available to a Learner under 18. Nedbank may also have rules about which courses and institutions it funds. The Foundation gives no promise that a loan will be approved for this Course.

(c) *Cost of the loan.* Interest, fees, insurance and any other costs of the loan are set out in Nedbank's quotation and pre-agreement statement and are owed to Nedbank. They are not part of the Course Fee and are not charged by the Foundation. The Learner should read Nedbank's documents carefully and make sure the repayments are affordable before accepting the loan.

(d) *Documents from the Foundation.* On request and at no charge, the Foundation will give the Learner an invoice or quotation for R8 500.00 and a letter confirming enrolment, and will give Nedbank the information it reasonably needs to verify the enrolment and pay the Foundation directly.

(e) *Holding the place.* If the Learner has ticked the Nedbank option, the Foundation will hold the Learner's place for 14 days from signing, and longer if Nedbank's decision is still pending and the Learner tells the Foundation so. The Learner may attend only once Nedbank has paid, or has confirmed in writing that it will pay.

(f) *If Nedbank declines or does not pay.* If the loan is declined or is not paid by the Payment Date, the Learner may (i) pay the R8 500.00 in a single payment from other funds before the first session, (ii) move to the next available intake, or (iii) cancel this contract within 5 business days of the decline with no penalty.

(g) *Repayment of the loan.* The Learner stays responsible to Nedbank for repaying the loan under the Nedbank credit agreement, even if the Learner stops attending, is found not yet competent or cancels this contract, except to the extent that the law or the Nedbank agreement says otherwise. Any refund due to the Learner under clause 7 is paid to Nedbank, as the payer, to reduce the loan, unless Nedbank instructs otherwise in writing.

3.6 If the Course Fee has not been received (or confirmed by Nedbank in writing) by the Payment Date, the Foundation may give the Learner's place to another learner after 5 business days' written notice. The Foundation may not increase the Course Fee after this contract is signed.

4. ATTENDANCE AND LEARNER OBLIGATIONS *

4.1 The Learner will attend sessions on time, sign the attendance register at every session, and keep to a minimum attendance of 80% across the Course.

4.2 The Learner will complete all formative tasks, compile a Portfolio of Evidence, and attend all summative assessments, including the final business-plan presentation.

4.3 The Learner will treat facilitators, staff and fellow learners with respect, follow the Foundation's code of conduct and venue rules, and not attend under the influence of alcohol or drugs.

4.4 The Learner will not submit work that is not their own. Plagiarism, copying or falsifying evidence may lead to a finding of not yet competent or removal from the Course after a fair hearing.

4.5 The Learner will tell the Foundation promptly about any change in contact details, and about any disability or special need that requires reasonable accommodation.

5. FOUNDATION OBLIGATIONS

5.1 The Foundation will present the Course with suitably qualified and accredited facilitators, assessors and moderators, in line with its QCTO accreditation, and with reasonable care and skill.

5.2 The Foundation will supply learning materials, provide a safe and accessible training venue, keep accurate learner records, and give the Learner feedback on assessments.

5.3 The Foundation does not unfairly discriminate against any learner on any ground listed in section 9 of the Constitution or the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000, and will provide reasonable accommodation for learners with disabilities where it has been told in good time.

5.4 If the Foundation must change the venue, dates or facilitator, it will give the Learner reasonable notice and arrange catch-up sessions so that the Learner is not prejudiced.

6. ASSESSMENT AND CERTIFICATION

6.1 Assessment is continuous and aligned with the QCTO assessment specifications. It includes formative assessment, a Portfolio of Evidence, summative assessment and a practical business-plan presentation.

6.2 A Learner found competent in the completed modules receives a QCTO statement of results for those modules. Where the requirements for the full qualification are met, the Foundation will facilitate the process towards the Occupational Certificate: Entrepreneur. Official certification is issued by the QCTO or its authorised quality partner, and the Foundation does not control its timing. The Foundation will register the Learner's achievements as required by the National Qualifications Framework Act 67 of 2008 and the Skills Development Act 97 of 1998.

6.3 A Learner found not yet competent may be reassessed up to two times at no extra charge. The Learner may appeal an assessment decision in writing to the Foundation within 7 days of receiving the result, and may refer an unresolved appeal to the QCTO.

6.4 The Foundation does not promise employment, business success or income. It undertakes to present the Course to the required standard.

7. CANCELLATION AND REFUNDS *

This clause is written with sections 14 and 17 of the Consumer Protection Act 68 of 2008 in mind, which allow a consumer to cancel and the supplier to charge only a reasonable cancellation charge.

7.1 **Cooling-off.** The Learner may cancel this contract by written notice within 5 business days of signing, and before the first session, for a full refund of everything paid. This applies whether or not the contract was concluded through direct marketing.

7.2 **Before the Course starts.** After the cooling-off period, the Learner may cancel on 10 business days' written notice. The Foundation will refund all amounts paid, less a reasonable cancellation charge of 10% of the Course Fee (R850.00), which covers its administration and the cost of holding the Learner's place.

7.3 **After the Course has started.** The Learner must give written notice. The Foundation will refund the amount paid less (i) the value of the training already presented, calculated pro rata by the number of sessions held, and (ii) the cost of learning materials already issued, up to the date of notice. No refund is due once more than 50% of the Course has been presented.

7.4 **If the Foundation cancels.** If the Foundation cancels or fails to present the Course, it will refund everything paid within 30 days, or, if the Learner chooses, move the Learner to the next available intake.

7.5 **Termination by the Foundation.** The Foundation may end this contract after a written warning and a fair opportunity to respond if the Learner seriously or repeatedly breaches clause 4, or if the Course Fee is not paid as clause 3.6 says. Refunds are then dealt with as in clause 7.3.

7.6 **Refunds.** Refunds are paid by EFT within 30 days of the Foundation receiving the Learner's written request, to the person or institution that paid, which is Nedbank where clause 3.5 applies. This clause does not limit any right the Learner has under the law.

8. PROTECTION OF PERSONAL INFORMATION

8.1 The Foundation is the responsible party under the Protection of Personal Information Act 4 of 2013 (POPIA). It collects the Learner's information to enrol the Learner, present and assess the Course, report to the QCTO and other regulators, process the payment, and keep records. The information is provided voluntarily, but the Foundation cannot enrol the Learner without the details needed for enrolment, assessment and registration.

8.2 The Learner agrees that the Foundation may share the Learner's information with (i) the QCTO, its quality partners and SAQA, for registration of learner achievements; (ii) Nedbank, if the Learner chooses the Nedbank option, limited to what is needed to verify enrolment, pay the Foundation, and confirm attendance or cancellation; and (iii) any sponsor named by the Learner, limited to attendance and results.

8.3 The Foundation keeps records for as long as the law and QCTO requirements say, secures them against loss and unauthorised access, and does not sell them. The Learner may ask to see, correct or delete their information as POPIA allows, by writing to info@kumanovperfumery.com, and may complain to the Information Regulator.

8.4 Photographs or video taken during training are kept for evidence and quality assurance. They may be used for promotion only if the Learner ticks here: [ ] Yes [ ] No.

9. INTELLECTUAL PROPERTY

The learning materials, presentations and templates remain the property of the Foundation or its licensors. The Learner may use them for personal study and in the Learner's own business but may not copy, sell or distribute them to others. The Learner's own business plan and ideas remain the Learner's property.

10. LIABILITY *

The Learner uses the venues and attends at their own risk. The Foundation is not liable for loss of or damage to personal belongings, unless this is caused by its negligence or that of its staff. Nothing in this contract excludes or limits any right of the Learner that the law does not allow to be excluded, including rights under sections 51 and 61 of the Consumer Protection Act.

11. COMPLAINTS AND DISPUTES

11.1 The Learner should first raise any complaint in writing with the Foundation at info@kumanovperfumery.com. The Foundation will acknowledge it within 5 business days and try to resolve it within 14 days.

11.2 If a complaint is not resolved, the Learner may approach the National Consumer Commission or the National Consumer Tribunal about this contract, the QCTO about assessment or accreditation matters, the Information Regulator about personal information, and the National Credit Regulator or the Credit Ombud about the Nedbank loan. The Learner may also ask for mediation or go to a court with jurisdiction, including the Magistrate's Court of the district where the Learner lives or where the Foundation is based.

12. GENERAL

12.1 **Whole agreement.** This contract and Annexure A are the whole agreement. Changes are valid only if in writing and signed by both parties, and the Foundation may not change the Course Fee or the cancellation terms against the Learner after signing.

12.2 **Governing law.** The laws of the Republic of South Africa apply, including the Consumer Protection Act 68 of 2008, the National Credit Act 34 of 2005, the Protection of Personal Information Act 4 of 2013, the Skills Development Act 97 of 1998, the National Qualifications Framework Act 67 of 2008 and the Electronic Communications and Transactions Act 25 of 2002.

12.3 **Electronic signature and notices.** This contract may be signed electronically and in counterparts. The parties choose the addresses on page 1 for notices. A notice sent by email is treated as received on the next business day.

12.4 **Learners under 18.** A Learner under 18 may sign only with the written assistance of a parent or legal guardian, who must also sign. The Nedbank option is not available to a Learner under 18.

12.5 **Plain language.** The Learner confirms that this contract was explained in a language they understand, that they had the chance to ask questions and to take a copy home to read, and that they have received a signed copy.

12.6 **Severability.** If any clause is found invalid, the rest stays in force.

13. ACKNOWLEDGEMENT AND SIGNATURES

Important notice: clauses marked * (3.5, 4, 7 and 10) limit the Learner's rights or place duties or risks on the Learner. The Learner confirms that these clauses were pointed out, that they have read and understood them, and that they accept them.

By signing, the Learner also confirms that they have read and understood this contract, including the Course Fee of R8 500.00 payable in a single payment, and agree to be bound by it.

LEARNER	**FOR THE FOUNDATION**
Signature: _____	Signature: _____
Full name: _____	Full name: _____
Date: _____ Place: _____	Capacity: Director / Authorised signatory
	Date: _____ Place: _____
PARENT / GUARDIAN (if Learner is under 18)	**WITNESS**
Signature: _____	Signature: _____
Full name: _____	Full name: _____
ID no.: _____ Date: _____	Date: _____

ANNEXURE A: ENROLMENT AND PAYMENT RECORD

To be completed by the Foundation.

Learner name	
Intake / cohort	
Number of Courses enrolled	_____ x R8 500.00 = R _____
Source of funds (clause 3.4)	Own funds / Nedbank Education Loan
Nedbank approval letter received	Yes / No / Not applicable Date: _____
Entry requirement / RPL verified	Yes / No Verified by: _____
Reasonable accommodation needed	Yes / No Details: _____
Certified ID copy received	Yes / No
Copy of signed contract given to Learner	Yes / No Date: _____

Payment record (single payment of R8 500.00 per Course)

Payment date	Receipt no.	Amount (R)	Paid by (Learner / Nedbank)	Received by

Refunds (if any)

Date	Amount (R)	Paid to (Learner / Nedbank)	Reason / clause	Authorised by