

**SKILLS DEVELOPMENT
AGREEMENT ENTERED INTO BETWEEN**

SHANTIK FOUNDATION NPC

Herein referred to as First Party

AND

Herein referred to as the Apprentice

AND

(Parents/Guardian)

1. The First Party is offering Skills Development to the Apprentice free of charge. The Apprentice accepts the offer on the terms and conditions hereunder.
2. The First Party shall provide a suitably qualified artisans/businessmen to offer assistance in the career chosen by the First Party.
3. The First Party has laid down certain rules and conditions governing the operation of the Centre.
4. The Apprentice promises to observe the rules at all times and would uphold the ethics and integrity of the First Party.
5. The Apprentice agrees to follow and adhere to the following rules:
 - 5.1 **Attire:** The Apprentice shall be dressed in smart casual clothing, which shall be neat and presentable.
 - 5.2 **Attendance register:** The Apprentice shall sign an attendance register upon entry and at exit times. The First Party's representative shall be the observer and controller of the Skills Development Classes.
 - 5.3 **Registration:** The Apprentice must complete a registration form provided by the First Party. The First Party shall sign as acceptance of the Apprentice once all the formalities have been completed.
 - 5.4 No person will be allowed entry to the premises prior to completion of the form and acceptance being granted by the First Party.
 - 5.5 **Authority of First Party representative:** The First Party shall appoint a 'Centre Manager' to be in management of the Skills Development. The Centre Manager will scrutinize the register, open the venue, close the venue and be in charge to ensure that the Skills development is carried out to the satisfaction of the First Party.
 - 5.6 Under no circumstances would any other person than the registered Apprentice will be allowed in the Classes.
 - 5.7 The Apprentice also acknowledges observing all the rules governing the premises were the Skills Development is conducted.

Breach

1. If the Apprentice breaches any obligation in terms of this Agreement, the First Party shall address a letter to the Apprentice calling him/her to rectify the breach.
2. If the Apprentice fails to do so within 14 days from the date of the above letter, the First party shall:
 - 2.1 Subject the issue to an enquiry by the Committee entrusted in operating the respective centre.
 - 2.2 At the enquiry, the Apprentice will be allowed to make representations in his /her defence.
 - 2.3 After the above process, the decision of the Committee shall be forwarded to the First Party for final decision.
 - 2.4 The First Party shall within 14 days pronounce on the recommendations of the Committee. Such decisions shall be binding on all parties.

Indemnity

1. The Apprentice /Guardian acknowledges that he/she is attending the Skills Development at their own volition.
2. The Apprentice /Guardian may not hold the First Party, the Committee members, and the Central Manager responsible for any misdemeanours whilst in the Skills Development environment.
3. While every precaution will be taken, regarding safety, the apprentice participates at his/her own risk and no claims can be issued against the first party.

Special Conditions

1. The Parties agree that no Apprentice will be allowed entry without completing all the formalities of registration.
2. No alcohol or illegal drugs will be allowed on the premises.
3. The First Party has the right to carry out inspections, if necessary on a surprise basis.
4. The Apprentice agrees to abide by the times allocated for Skills Development and other activities and at the discretion of the Centre Manager.
5. The apprentice must make sure that he/she is equipped with the relevant personal protective equipment (PPE)

Notices and Domicilium

Each of the parties chooses domicilium citandi et executandi [domicilium] for the purposes of the giving of any notices, the serving of any process and for any other purposes arising from this agreement at their respective addresses:

The Shantik Foundation NPC – 82 Bulwer Road, Berea Durban,4001

The Apprentice:- _____

The Guardian: _____

Each of the parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante.

Any notices given and any payment made by a party to any of the others [“the addressee”] which:

Is delivered by hand during the normal business hours of the addressee at the addressee’s domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery;

is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee’s domicilium for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the fourth day after the date of posting,

Where, in terms of this agreement any communication is required to be in writing, the term “writing” shall include communications by email and/or facsimile. Communications by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee one hour after the time of transmission.

Documents to submit with this application:

- Apprentice identity document copy
- Parent/Guardian identity document
- Parent/Guardian Proof of address

**SIGNED AS A TRUE AND CORRECT RECORD OF THE PROCEEDINGS HELD AT _____
THIS _____ DAY OF _____ 2021.**

First Party Represented by:

Name: _____
Shantik Foundation NPC

Sign: _____

**SIGNED AS A TRUE AND CORRECT RECORD OF THE PROCEEDINGS HELD AT _____
THIS _____ DAY OF _____ 2021.**

Learner Represented by:

Name: _____
Apprentice

Sign: _____

Name: _____
Parent/Guardian

Sign: _____