

# **MEDIATION TRAINING AGREEMENT**

## TRAINER: FAMILY ASSIST (PTY) LTD 854 Frhensch Street, Moreleta Park, Pretoria, 0044 067 981 5314

# TRAINEE:

Full names and surname:	
Identity number:	
Physical address/ domicilium citandi et executandi:	
Contact number:	Email address:
Employer:	Employer address:
Employer contact number:	Occupation

Do hereby enrol for the following ONLINE training program:

The online training starts on \_\_\_\_\_\_ and ends on \_\_\_\_\_\_

# PAYMENT OPTIONS (Please tick the block next to the option you have chosen):

> OPTION 1: ONCE OFF PAYMENT

ONCE OFF PAYMENT AMOUNT:	PAYMENT DATE:	
R10,980.00		

> OPTION 2: 2 x MONTH PAYMENT PLAN:

TOTAL AMOUNT PAYABLE:	1 <sup>st</sup> INSTALLMENT AMOUNT:	PAYMENT DATE:	2 <sup>ND</sup> INSTALLMENT AMOUNT:	PAYMENT DATE:
R10,980.00	R5,490.00		R5,490.00	

### > OPTION 3: 4 x MONTH PAYMENT PLAN:

TOTAL AMOUNT PAYABLE:	1 <sup>s⊤</sup> INSTALLMENT AMOUNT:	PAYMENT DATE:	2 <sup>ND</sup> INSTALLMENT AMOUNT:	PAYMENT DATE:	3 <sup>RD</sup> INSTALLMENT AMOUNT:	PAYMENT DATE:
R10,980.00	R3,660.00		R3,660.00		R3,660.00	

### PAYMENTS TO:

FAMILY ASSIST NETWORK Account Number: 62764255694 FNB Olympus Branch Branch Code: 250655 Online course Terms of Use Agreement and Liability Disclaimer

- 1.1 This Online course and its videos, documents, and other associated content (hereinafter inclusively referred to as "Online course") has been produced by Family Assist Pty (Ltd). When you purchase our online course, you agree to this Terms of Use and Liability Waiver.
- 1.2 All sales are final for online courses. No refunds are issued for online courses once a sale is completed.
- 1.3 Your future accreditation nationally or internationally with an accreditation body are not included in the purchasing price of the Online course.
- 1.4 By purchasing this online course from Family assist, you agree to a non transferable log in access and to use our copyrighted online course and any associated materials solely for your own personal and non-commercial use.
- 1.5 The information in our online course is for educational purposes for the purchaser only and under no circumstances may the link, login details or content be shared with any other parties.
- 1.6 Our E-course is protected under the South African and International copyrights. The copying, redistribution, use or publication by you of any of the content within our E-course is strictly prohibited. Your purchase of our E-course does not grant you any ownership rights to our E-course. Any breach in the terms of this agreement may result in termination of your access to the E-course materials and further legal steps against you.
- 1.7 This Mediation Training Course is a 70 hour / 3 month course, and you are obliged to spend the required time on each module according to the National Academic requirements.

#### Student requirements

The student agrees to fully participate actively in the online training, as set out in Modules 1 - 8

- 2.1 Poe assignments
- 2.2 Examinations per Q and A structure.
- 2.3 Evaluation interview with Jacqui and Marici at the end of the course.
- 2.4 Attempt to finish the course in at least 6 months.

#### Breach of contract

- 3.1 that no act of relaxation, indulgence or grace on the part of the trainer shall in any way whatsoever operate as or be deemed to be a waiver by the trainer or any of its right under this acknowledgement or a novation of this instrument.
- 3.2 that the student renounce the benefits of the legal exceptions:" exceptio non numeratae pecuniae; exceptio errore calculi, exceptio non causa debiti, revision of accounts, no value received", with the meaning and effect whereof I acknowledge myself to be fully acquainted.
- 3.3 that the student hereby choose the domicilium citandi et executandi as stipulated above for all purposes of this agreement, where all notices, legal process and other documents in relation to this agreement may effectually be delivered and served, and the student further undertakes to notify the trainee within seven days of any change of any of my aforesaid address.
- 3.4 Notwithstanding anything to the contrary herein, whether express or implied, the online training fees, interest and all other costs, charges and other moneys owing by the student to the trainee, shall immediately become due and payable if the student fails to pay in accordance with the provisions of this instrument. In the event of the trainee already having instituted action against the student, the trainee shall be entitled to proceed with the action against me on the papers before court;
- 3.5 that the student agree to the jurisdiction of the Magistrate Court with regard to any action against the student arising hereunder, notwithstanding that the amount at any stage could exceed the jurisdiction of the Magistrate's court;
- 3.6 that the trainee will also be entitled to recover from the student all legal costs incurred on the scale between attorney and own client as well as collection commission of 10% without any minimum limitation as per magistrate court's tariffs, including value added tax and interest at 15.5% per annum, so that the trainee be fully indemnified.

SIGNED AND DATED AT	ON THIS	DAY OF	20
DIGINED / NIED /			

### AS WITNESS:

1.\_\_\_\_\_

2.

STUDENT

Family Assist