PARENT/GUARDIAN CONSENT AND RELEASE

The custodial parent or legal guardian of the child named above, hereby consent to the child's participation in OCS cooking program. I hereby agree and acknowledge that the program may include, among others any one or more of the following activities: preparing food and recipes; learning basic cooking techniques; nutrition lessons; and a field trip to a local farm, farmers market or grocery store. While such activities will be conducted under the supervision of a professional Chef, such activities may involve the use of a microwave and other potentially dangerous items.

I hereby give OCS permission to use the child's name, voice, likeness and biographical material about the child in connection solely for promotion of its products and services, for both broadcast and non-broadcast purposes.

I, for myself and the child hereby release OCS and their respective affiliates from any and all liability, loss, damage, cost of expense of any nature whatsoever, as a result of the child participation in the program.

I, on behalf of the child hereby, authorize the administering of BASIC first aid procedures as may be deemed necessary in the event the child is injured at or in connection with participation in the program. In case of a major accident, injury or illness requiring immediate medical attention, I authorize OCS or such other individuals conducting the class, to act on my behalf, provided that they make diligent efforts as the nature of the emergency permits to notify me.

STRUCTURE OF FEES PAYABLE

Registration Fee = MUR 1,500.00 (non-refundable). This fee covers all registration fees at the Registered Institutions, Examination Fees, and sets of Curriculum.

Fees to be payable at the commencement of each month.

First month payment to be paid within seven (7) days prior start of course.

Group discount is available on inquiry (minimum 5 or more applicants).

Indicate your payment preference to be used in respect of remaining Course Fees:

One Off Full Settlement: Yes No 2 x Monthly Instalments: Yes No 5 x Monthly Instalments: Yes No

In the case of Instalment Payments, kindly arrange for a debit order and complete the following:

Bank Name:

Date of debit order:

Kindly note that all receipts and statements will be distributed in class.

I HEREBY AGREE TO THE ABOVE PAYMENT OPTION AND THE TERMS AND CONDITIONS SET OUT IN THIS AGREEMENT.

TERMS AND CONDITIONS OF REGISTRATION

1. COMMENCEMENT

- 1.1 This Agreement shall commence when the Student is accepted at OCS and will continue indefinitely until terminated by OCS for any reason.
- 1.2 An acceptance letter will be sent to a Student once the Student is accepted to study at OCS.

2. BINDING NATURE OF THESE TERMS AND CONDITIONS

- 2.1 These Terms and Conditions are a legally binding Agreement between the Signatory/ies and OCS.
- 2.2 The Signatory/ies is deemed to have read, understood and agreed to these terms and conditions.
- 2.3 The Signatory/ies guarantees and agrees to be personally liable for all obligations arising from this Agreement.

3. MINIMUM ENTRY REQUIREMENTS

- 3.1 OCS's minimum requirement for the enrolment of a Student is an age of 16 and a National Grade 10 Certificate and a good understanding of English/French/Kreole as all classes are conducted in these languages.
- 3.2 The Student is required to be in good physical health and should inform OCS of any disability which could impede his/her ability to achieve the tasks required of the course.
- 3.4 A 'can do' attitude and an ethic of hard work and co-operation as well as a passion for food.

4. DISCLAIMER

4.1 Whilst every effort has been made to ensure the information supplied is accurate, OCS cannot be held responsible for any errors and/or omission(s).

5. REGISTRATION PROCESS

- 5.1 The date of receipt by OCS of the completed Application Form from the Student will be deemed to be the effective date of the registration.
- 5.2 Registration cannot be accepted unless the Application Form has been fully completed, signed in full by the Applicant, where necessary also by the Applicant's Parent or Guardian and the Surety, and initialled by each party on the bottom right corner of each page of the form and the registration fees paid.
- 5.3 The non-disclosure by the Student of any important personal information during the registration process will amount to a breach of the Agreement and OCS will be entitled to terminate the Agreement. Personal information shall include but is not limited to the information requested in the Application Form and includes the full disclosure of all criminal infringements, criminal records and/or disciplinary hearings.

6. FEES

- 6.1 The fees, relevant levies and other costs for the Student's studies at OCS are the Student's responsibility and should the Student fail to make payment, legal action shall be instituted against him/her.
- 6.2 On acceptance of the application the Student will become liable for the payment of the tuition fees and charges in accordance with the payment option elected in the application.
- 6.3 All outstanding fees and charges are to be paid in full prior to the Student being allowed to participate in his/her examinations and/or to graduate.
- 6.4 Course fees quoted may be subject to change without written notice.

7. TERMINATION

- 7.1 Should the Student decide that he/she does not wish to complete the course, the Student may cancel the Agreement by providing the following written notice to OCS.
- 7.2 One (1) calendar month's written notice during the first academic period of tuition. The Student will be liable to OCS for any amounts owed in terms of the Agreement for the course.

8. BREACH

- 8.1 In the event that a Student breaches any term of this Agreement or fails to fulfil any obligation imposed upon him/her in terms of OCS code of conduct or rules, including a failure to pay any amount owing then, OCS may forthwith and without notice to the Student either terminate this Agreement or call for specific performance in respect of all the Student's obligations and immediate payment of all sums of money owing by the Student.
- 8.2 OCS shall be entitled to forthwith or without notice terminate this Agreement in the event that the Student conduct a gross misconduct.

8.3 In addition to the above, any Student, whose Agreement is cancelled/terminated due to a breach on the Student's behalf, will not be permitted to complete his/her course and examinations.

9. INDEMNIFICATION

- 9.1. The Student undertakes not to institute any claim of any nature against OCS or any employee of OCS and not to hold OCS or any employee of OCS responsible for any damage or loss of any nature whatsoever that the Student, personally, or any property belonging to the Student may sustain and which directly or indirectly follows.
- 9.2 The Student's utilisation of any premises, building, equipment or facility of OCS of any nature whatsoever, or his/her residence in or visiting of OCS accommodation; and that such participation, utilisation, residence or visiting will be undertaken by the Student at his or her own risk and the Student freely accepts the risks involved therein.

10. LIMITATION OF LIABILITY

- 10.1 OCS makes no warranty, nor accepts any responsibility or liability of any nature whatsoever, for:
- 10.2 Any claims, loss or damage of whatsoever nature arising out of or in connection with the supply of any services in any way related to the Agreement;
- 10.3 The termination and/or suspension of the Agreement;
- 10.4 Any information not being correct or not being available for any reason whatsoever.

11. STUDENT RESPONSIBILITIES

- 11.1 Students are expected to submit accurate information and documents by the due date or in a timely manner should no due date be specified.
- 11.2 Students are expected to update their details at any stage that a change occurs.
- 11.3 Students are required to complete all the units regardless of dietary or religious preferences or limitations. Example, vegetarians are expected to complete all units pertaining to preparation and cooking of meat dishes.

12. DOMICILIUM

- 12.1 The Student chooses as his/her address to receive any legal documents for all purposes under this Agreement as the physical address which was supplied in the Application Form.
- 12.2 All notices delivered in terms of this Agreement must be in writing.