



Blush Academy

MAKE-UP, SPECIAL EFFECTS,
HAIR & BEAUTY

BUSTQUE 325 (PTY) Ltd T/A Blush Academy
Reg 2008/007742/07
Director: L. van der Merwe
319 Ontdekkers Road
Ontdekkers Park
Roodepoort
1709
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E-mail: info@blushacademy.co.za
www.blushacademy.co.za

MAL6M - 2025

COURSE NAME:

CONTRACT

W/R MU 25/01/____

LEARNER NUMBER:

LEARNER DETAILS:

Name/s: _____ Surname: _____ RSA CITIZEN: YES / NO

I.D. Number: _____ Home Language: _____ Referred by: _____

Contact Details: (Home:) _____ (Cell:) _____

Residential Address: _____

(full physical address)

Postal Address: _____

Are you left or right-handed? _____ Car registration Number: _____

Name of School Attended: _____ Level of Schooling: _____

Subjects: _____

Medical History/Conditions: _____

Email: _____ Mobile e-mail: _____

PERSON RESPONSIBLE FOR PAYMENT/SPONSOR:

Title & Full Name: _____ I.D. Number: _____

Residential Address: _____

(full physical address)

Occupation: _____ Name of Employer: _____

Physical Address of Place of Employment: _____

Contact Details: (Work:) _____ (Cell:) _____ E-mail: _____

PARENT OR GUARDIAN DETAILS/SURETY:

Title & Full Name: _____ I.D. Number: _____

Residential Address: _____

(full physical address)

Occupation: _____ Name of Employer: _____

Contact Details: (Work:) _____ (Cell:) _____ E-mail: _____

'the Learner'

'the Parent and/or Sponsor'

'the Surety and/or Debtor'

'the Provider – BLUSH ACADEMY'

Agreement between:

Bustque 325 (PTY) Ltd T/A Blush Academy
hereafter, referred to as the "PROVIDER"

and

and

Learner Name: hereafter, referred to as the:
"LEARNER"

Parents/Guardians/co-principal debtors/Sponsor/Debtors Names:
hereafter, referred to as the: "DEBTORS"

Accepted on the following terms & conditions:

1. The Learner hereby enrolls and purchases a course in: **Make-up Artistry.**
2. Starting on: **22 JULY 2025.**
3. A certificate / diploma will only be issued after all fees has been paid in full and the Learner passed all assessments and when the Provider at its sole discretion deems and/or consider the Learner to be proficient.
4. The course fee amounts to **R 37 500, 00** and is payable IN FULL, without set-off or deduction on the date of enrolment.
5. The provider hereby accepts a deferred payment plan/arrangement/schedule provided that all payments are made timeously as per the terms and conditions of this contract.
6. Payment Schedule:
 - 6.1 A deposit in the Amount of **R 10 500, 00** is payable on date of enrolment and
 - 6.2 the balance thereafter is payable over **6 months** at a rate of **R 4 500, 00** per month on or before the last day of each month, -
 - 6.3 the first payment to be made on or before the **31st of June 2025, -**
 - 6.4 and the last payment to be made on or before the **30th of November 2025**, giving a total of **R 37 500, 00.**
7. All payments are to be made to the provider at: **First National Bank, Westgate**, Acc. Name: **BUSTQUE 325 (PTY) LTD**, Branch Code: **250 841**, Acc. Nr. **623 442 683 56**; or as may be nominated by the Provider.
8. PLEASE REQUEST THE LAST 2 DIGITS OF YOUR LEARNER NUMBER BEFORE MAKING ANY PAYMENT/S TO USE AS REFERENCE.
9. The **LEARNER NUMBER** (as on page 1) must be used as reference with all payments and proof thereof be send to **info@blushacademy.co.za**; late payment and failure of the above - will result in a **R 350, 00** admin charge respectively.
10. Any payment in full or part constitutes acceptance of this agreement.
11. If the Sponsor chooses to apply for a student loan; a 5% non-refundable "Booking Fee" in the amount of **R 1 875, 00** will be payable upon application which will also constitute as the date of enrolment.
12. The "booking fee" does not form part of the deposit or the course fee and is an additional charge.
13. This agreement will serve as "the application" until the written guarantees have been issued.
14. Once the Provider received "the application" and the payment as per clause 11, a letter of registration and a quotation will be issued to the sponsor for the loan to be processed, this will secure a space in the course.
15. It is hereby agreed that it remains the responsibility of the Sponsor and/or Learner to secure the student loan.
16. Written guarantees of a "loan grant" must reach the Provider within 20 days after enrolment and at least 10 days prior to the course starting date.
17. In the event that this contract/agreement is "**subject to**" a loan approval - the following must be submitted in writing by the Sponsor/Learner to the Provider at **info@blushacademy.co.za**, within 10 days from date of enrolment:
 - 17.1 The name of the Financial Institution and date of application, -
 - 17.2 the name of the contact person, his/her contact details with the relevant reference number.
18. Failure to submit as per clause 17 - will result in this contract/agreement being NOT "**subject to**" a loan approval, and the full course amount in line with clauses 4 and 5 will become due and payable immediately on the 10th day following enrolment date.
19. It is hereby agreed that the loan amount be paid out from the Financial Institution to the provider as per clause 5 and 6.
20. It is hereby agreed that the Learner and Sponsor have a 5 day "cooling-off" period after signature hereof, i.e. the enrolment date, to cancel this agreement by means of sending a written notice to: "**accounts@blushacademy.co.za**"; this notice must be received by the stipulated recipient within the stipulated time period to be effective and in force, failing which the notice will be null and void. In the event that such a notice is timeously received the balance outstanding will not be payable.
21. No indulgences, extensions of time, relaxation and/or latitude which the Provider may show, grant or allow shall be binding or constitute a waiver or novation by the Provider of any of its rights against the Learner and the Sponsor. The Provider shall thereby not be prejudiced and/or stopped from exercising any of its rights against the Learner and Sponsor which may have arisen in the past and/or which might arise in the future, nor shall the Provider be stopped from enforcing any rights which it may have, by its failure to enforce any of its rights timeously.-
22. In the event of any one payment not being made on due date, the full balance, and costs and interest and admin fee then outstanding will immediately become due and payable.
23. The balance owing from time to time will bear interest at a rate of 2% per month.
24. The interest may be calculated with effect from signature (i.e., date of enrolment) and compounded monthly in arrears on the last day of each month or part thereof.
25. The total interest payable in terms of this agreement must not exceed the maximum finance charges permitted under the National Credit Act 2005. If it does, the applicable maximum interest rate of the National Credit Act will apply.-
 - 25.1 The Provider reserves the right to refuse/withhold training to any party who defaults in his/her obligations contained herein, in this event the full amount with interests and costs and admin fee- then outstanding will be payable immediately.
 - 25.2 It is hereby agreed that both - the Learner and Co-principal debtors (i.e. Patents / Guardians / Sponsors / Surety / any persons deemed to be responsible for payment) of the account for this course - undertakes to be jointly and severally liable for payment for any - and all - amounts due, owing and payable.

'the Learner'

'the Parent and/or Sponsor'

'the Surety and/or Debtor'

'the Provider – BLUSH ACADEMY'

- 25.3 Should there be any default with any payment stipulated in this agreement the Learner and Sponsor will be liable for;-
- 25.3.1 Any legal costs, at the scale as between attorney and own client costs, incurred by the Provider enforcing the terms of this contract.
- 25.3.2 Value added tax on the costs and tax collection. –
- 25.3.3 An admin fee equal to 25% of the then outstanding course fee.
- 26 No refunds or rebates will be granted under any circumstances not limited to, but including:
- 26.1 if the Learner withdraws from the course.
- 26.2 the Learner is absent from the course for a certain period; -
- 26.3 the Learner is suspended for whatever reason; -
- 26.4 any learning/training which has been withheld or refused by the Provider for any reason whatsoever.
- 27 Any deposits made and/or fees paid and/or any payments made incidental to this course are non-refundable.
- 28 Substitute lectures, re-assessments on theory or practical work and on portfolio of evidence which does not form part of the scheduled course (day planner), will be provided for at an additional cost and will be payable in advance or on request, a quotation will be given on request, alternatively a minimum amount of **R395,00 / hour** will be charged.
- 29 The Learner accepts that he/she will have to supply models from time to time and acknowledges that this will be his/her responsibility to make the necessary arrangements as per the schedule which may change from time to time - at the Providers sole discretion. Learners will take full responsibility for their models conduct and behaviour.
- 30 The Learner acknowledges that the teaching medium will be English.
- 31 If the Learner is absent, a doctors' Certificate needs to be submitted to the Provider on the first day of return, upon which the doctor stipulated that the Learner was unfit to attend class for the period of absence, failure to submit such, may result in the Learner being suspended; catch-up will be limited to the scheduled catch-up day/s - any extras will be regarded as an additional as per clause 28 above which will be payable upon request.
- 32 A Maximum of 3 days absent will be allowed for the duration of the course, catch-up days are as per schedule - subject to clause 31. After the 3rd absent day an hourly rate as per clause 28 will be charged and will be payable on request.
- 33 Only the camera of a Cellular Phone will be allowed to be used in class. No calls to be made or received in class – No social media - No one will be allowed to charge their device on the premises. Pet/s is not allowed on the premises.
- 34 The Learner acknowledges that he/she must work in a salon (a "registered workplace") - if applicable and outside of the schedule, to compile practical work hours for his/her portfolio of evidence (POE) and/or "LOG-BOOK" – these requirements will be given in class – this remains the Learners' responsibility to secure such hours.
- 35 It is hereby agreed and the Sponsor as well as the Learner hereby grant permission that all activities, photos, or any form of production produced, delivered, or manufactured by the Learner whether or not it resulted or originated from the Learner throughout the duration of the course period/schedule would be and is/will be deemed the property of the provider and may therefore be used by the Provider for advertising and marketing at its sole discretion.
- 36 The Learner and Sponsor hereby agree not to disclose any information, or to enlist any third party outside of the parties under this agreement in any form or for any reason whatsoever, this includes but is not limited to social media posts. Also agreed that negative media posts results in loss of 3 times the full course amount and payment will be made to the provider upon invoice. Furthermore the Learner and Sponsor acknowledges that he/she may not disclose to any third party or any party that does not form part of this agreement, any and all of the processes, procedures, intellectual property, manuals, technical know-how or training methods of the Provider - nor to train, teach or educate any third party with any of the Providers material, and/or material incidental to the course or any course, product or service the provider may offer - during the course and/or thereafter, this clause will survive conclusion or termination of this agreement.
- 37 The Learner is responsible for his/her own property. The Provider accepts no responsibility for any theft, loss or damage that occurs on the premises, including but not limited to handbags, products, equipment, cutlery, vehicles, jewelry, etc.
- 38 The Learner hereby agrees and confirms that he/she will observe; abide and obey all rules and regulations of the Provider.
- 39 The Parties choose as their *domicilium citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatever nature, the addresses on page 1 of this agreement and that each party will give the other party notice in terms of this agreement -14 days prior to change of the said *domicilium citandi et executandi*.
- 40 Any notice to a Party contained in a correctly addressed envelope and:
- 40.1 sent by prepaid registered post to it at its *domicilium citandi et executandi* shall be deemed to have been received on the fourth business day after posting (unless the contrary is proved); or\ -
- 40.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received at the time of delivery (unless the contrary is proved).-
- 40.3 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.
- 40.4 The Learner and Sponsor consents to the Provider, at its election, instituting proceedings in the Magistrates Court in terms of Section 45 of the Magistrate's Courts Act, 1944, despite the quantum of the claim being in excess of the Magistrates' Court Jurisdiction.
- 40.5 It is the Learners responsibility to ensure that his/her and the Sponsor contact details are kept up to date.
- 41 This Agreement constitutes the whole agreement and may not be varied or altered or added to except by a written document duly authorised in writing and signed by the parties. –
- 41.1 Should the Learner and Sponsor default in the due performance of any of their obligations in terms of this agreement, all of which are material, including in particular if any payment is not made on due date, or in the event of the Learner and Sponsor being liquidated [whether provisionally or finally], or in the event of a judgment being obtained against them and such judgment not being satisfied within seven [7] days of the date that it is granted then the Provider may at his sole discretion proceed in one or all of the ways mentioned below:
- 41.1.1 All legal costs incurred on the attorney own client scale;
- 41.1.2 the Provider will be entitled to proceed against me and/or us without notice for recovery thereof to apply for judgement in the Magistrate's Court in terms of Section 57 and 58 of the Magistrate's Court Act 32 of 1944 for the amount of the outstanding balance of the debt in terms of this agreement together with the costs of the request for judgement and interest from signature hereof;

- 41.1.3 an order in the said Magistrate's Court for payment thereof in accordance with this offer/contract;
- 41.1.4 the full balance - then outstanding - will immediately become due and payable;
- 41.1.5 the Provider may solely at its discretion proceed on the basis of this agreement, or on the basis of any other action which may have been instituted against me and/or us by the Provider prior to the date of signature hereof;
- 41.1.6 the Provider may, at its election, institute action against me and/or us arising out of this agreement in any Magistrate's Court having jurisdiction, notwithstanding that the amount of the claim may exceed the jurisdiction of that Court;
- 41.1.7 the Provider shall be entitled to recover, in addition to all the foregoing amounts, all costs disbursed by itself to its attorneys in securing my and/or our compliance with the provisions hereof, which costs may be taxed and recovered on the scale as between attorney and his own client and shall include the costs, but shall not be limited to, the costs of drafting an Acknowledgement of Debt, collection commission, the costs of all necessary attendances, tracings and opinions given, whether action has been instituted or not;

41.2 A statement by the Provider specifying the amounts owing by me and/or us in terms of this agreement or the amount by which the capital liability has been reduced, shall be *prima facie* proof of its contents, and sufficient for all purposes, including obtaining judgment and provisional sentence against me and/or us.

41.3 All parties hereby agree that this agreement may be made an order of court.

41.4 I warrant that all information given to the Provider by me and/or us is true, accurate and complete in every aspect and I and/or we agree that such information shall constitute prima facie proof of the facts contained herein. I and/or we consent to the Provider (or anyone appointed by the Provider) verifying the information contained herein and/or any other information furnished by me and/or us to the Provider and generally making whatever enquiries it deems necessary from any source whatsoever. I and/or we undertake to notify the Provider of any changes to information provided by me and/or us to the Provider, subject to clause 40, within 7 days after such change has occurred.

42 Non-South African Citizens will pay the full course fee with enrolment.

43 No Learner will be allowed to enter assessments if any deferred payments are outstanding.

44 This agreement between the parties, - the course, course date/s and/or course modules and the learner cannot be ceded or transferred in any form whatsoever

45 The Provider reserves the right to cancel this enrolment/agreement.

46 If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding on the Parties.

47 Fees for "ARPL" - and the "National Trade Test" (if applicable) is not included in this price.

48 The following must be submitted: **this agreement, any proof of payment, a copy of the identity document of the Learner and Co-principal debtors and surety, and proof of residence – as well as your Grade 12 or highest schooling certificate.**

49 I confirm that the foregoing agreement comprising of four pages has been fully completed as at the time of my signature hereof and is complete and regular in all respects. Signature of this agreement indicates full understanding and acceptance of all the terms and conditions set out herein. All the signatories to this agreement have signed the agreement freely and voluntarily.

50 I, the Learner and the Debtors hereby grant my informed consent to Bustque 325 (PTY) Ltd T/A Blush Academy, in order to enable them to perform a confidential credit check on me for the purpose of compliance with the provisions of Section 81(2) of the National Credit Act, No 34 of 2005 as amended, that relates to the prevention of the extension of reckless credit.

It is further understood that the credit report obtained under this consent will be used by Bustque 325 (PTY) Ltd T/A Blush Academy solely for the purpose set out in Regulation 19(4) (c) or (e) to (g).

51 Suretyship: This agreement is also binding on:

(insert full name and surname of surety)

(insert cellular number)

becoming bound to the Provider as surety and co-principal debtor for all the obligations of this agreement to the Provider under this agreement as well as those arising from any termination of it.

DATED at _____ this _____ day of _____ 20_____

1. _____
AS WITNESSES :

please insert name:
'the **Learner**'

signature:

2. _____
AS WITNESSES :

please insert name:
'the **Parent** and/or **Sponsor**'

signature:

3. _____
AS WITNESSES :

please insert name:
'the **Surety** and/or **Debtor**'

signature:

4. _____
AS WITNESSES :

please insert name:
'the **Provider -**
'BLUSH ACADEMY'

signature: