

## Participation on Logiscool Courses, Camps and Workshops

### General Terms and Conditions (GTC)

For the purposes of these General Terms and Conditions, the following words and expressions shall have the following meaning:

- Logiscool SA:** means the company:  
**Code Logic SA (Pty) Limited**  
Registration Number: 2018-559576-07  
1<sup>st</sup> Floor – The Woods, 345 Jan Smuts Avenue, Craighall Park, Gauteng, 2196
- the exclusive master franchise partner for Logiscool Ltd in Southern Africa
- Logiscool Ltd.:** means the business entity registered under no. 01-09-300066, registered address: 8th Floor, Building C, 43-47 Bartók Béla Street, H-1114 Budapest, Hungary, the exclusive owner of the Logiscool know-how.
- Course:** an education course held externally to the official school curriculum, organised and arranged in accordance with the Logiscool know-how and run by Logiscool.
- Camp:** means a Logiscool Coding Camp, which is organised and arranged by Logiscool SA. Camps may take place during the summer or seasonally during school holidays.
- Student:** means a child aged between 7 and 14, defined as a “child” entitled to entitled to the guaranteed protection by section 28 of the South African Bill of Rights and the provisions of the Children’s Act 38 of 2005, Section 1, attending a Course, Camp or Workshop.
- Legal Representative:** a parent or guardian who represents the Student.
- Logiscool School Year:** the period of time within which the Course is organised and held. Courses normally start in January (starting date) in a calendar year and finish in November (finishing date) of the same calendar year. A Logiscool School Year in South Africa comprises a Summer/Autumn Semester and a Winter/Spring Semester.
- Contract:** a contract drawn up between the Legal Representative and Logiscool SA in accordance with these GTC which is taken as the basis for Logiscool SA providing the following services for the Student:
- a) providing training on the chosen Course
  - b) organising and holding a Camp
  - c) organising and holding a Workshop,
- as long as the applicable Fee is paid by the Legal Representative to cover the organisation of the Course, Camp or Workshop or to secure a place on a Course or in a Camp run by Logiscool SA.
- Fee** the sum paid to Logiscool SA for services in accordance with the Contract. These are designated “Course Fee” in the case of Courses, “Camp Fee” in the case of Camps and “Workshop Fee” in the case of Workshops.
- Schoolcode:** the educational platform software invented by Logiscool Ltd. in order to run Logiscool School in a more effective way. This electronically

accessible software includes the curriculum – the element of the Logiscool know-how which incorporates lesson plans and sample exercises.

## **Preliminary provisions**

- A. **Logiscool know-how** means the 'Logiscool Experience-based Coding School' know-how developed by Logiscool Ltd., which essentially sums up the specific organisational, technical, economic and educational information and techniques developed by Logiscool Ltd. and characteristic of Logiscool Ltd. and the system, and is suitable for teaching 6 to 18-year-old children computer coding skills and developing their digital skills in a playful manner yet within an organised framework. Logiscool Schools have been set up based on the Logiscool know-how, functioning as educational centres based on the Logiscool know-how. Logiscool SA is operated by Logiscool SA.
- B. In return for the Fee, Logiscool SA agrees to organise and hold Courses, Camps and Workshops for Students and to provide further services and programmes for Campers in accordance with the terms of these GTC.

## **1. Advertising Course, Camps and Workshops**

- 1.1. Starting and finishing dates, timetables and the services provided on particular Courses at Logiscool SA and the Course fee applicable to the Logiscool School Year will be made available in advance via the website at [www.logiscool.com](http://www.logiscool.com). Courses are organised by Logiscool SA with regard to their location and local characteristics. Course services, namely the length and the teaching method, are the same in every Logiscool School. The location and contact details of LogiscoolSA School are available at [www.logiscool.com](http://www.logiscool.com).
- 1.2. The exact length, starting and finishing dates, timetable and the services provided at Logiscool SA and the Fee applicable to Camps will be available via [www.logiscool.com](http://www.logiscool.com).

## **2. Conclusion of Contract**

- 2.1. A Contract, with regard to participation on a Course or in a Camp, will be concluded electronically between Logiscool SA and the Legal Representative.
- 2.2. Enrolment for participation on a Course or in a Camp is exclusively available by completing the electronic Application Form via [www.logiscool.com](http://www.logiscool.com) applicable to the Course or Camp run by the selected Logiscool SA.
- 2.3. At the time of completing the Application Form, in the case of a Student under the age of 18, their Legal Representative is obliged to fill in the Application Form, whereas if a Student has already attained the age of 18 at the time of completing the Application Form and they are not legally incapable, they must complete the Application Form together with their Legal Representative.
- 2.4. The completed Application Form will be considered by Logiscool SA as an independent declaration of the Student's Legal Representative With regard to the correctness and authenticity of the details provided on Application Forms, Legal Representatives have sole responsibility.
- 2.5. In order to conclude a Contract, a completed Application Form must be sent electronically by the Legal Representative as their own declaration to Logiscool SA by clicking the "Submit" button on the Application Form. By clicking the "Submit" button, the Legal Representative acknowledges and accepts the fact that submitting the Application Form will result in an obligation to pay a fee if enrolment is confirmed by Logiscool SA in

accordance with these GTC. Prior to submitting an Application Form, it is the responsibility of the Legal Representative to read both the rules and regulations within these GTC and those within Logiscool Ltd's Privacy Statement and to accept these by ticking the appropriate boxes. The Application Form's content is verifiable and correctable prior to submission.

## **2.6. Specific Contractual Rules Concerning Courses**

- 2.6.1. Enrolment on a Course may be made during the open enrolment period until the 21<sup>st</sup> (twenty first) day counting from the first day of the actual Logiscool School Term,
- 2.6.2. After submitting the Application Form, an electronic acknowledgement will be sent by Logiscool SA to the email address previously provided by the Legal Representative in which will be confirmed the conclusion of the Contract between Logiscool SA and the Legal Representative, according to the content of the Application Form. However, Logiscool SA reserves the right to modify certain conditions confirmed previously in the electronic acknowledgement. Such conditions may include the days on which a Course is due to be held, the exact fee charged for the Course and the validity of any discounts applied. Any modifications should be carried out prior to the first day of the Course.
- 2.6.3. The Contract between Logiscool SA and the Legal Representative is concluded by means of the email sent as an electronic acknowledgement – described in section 2.5.2. – in accordance with the Application Form detailed in the electronic acknowledgement and in accordance with these GTC.

## **2.7. Specific Contractual Rules Concerning Camps**

- 2.7.1. After submitting the Application Form, an electronic acknowledgement will be sent by Logiscool SA to the email address previously provided by the Student's Legal Representative in which will be confirmed the content of the Application Form and details provided regarding the deposit as well as the bank details required for payment.
  - 2.7.2. The Contract between Logiscool SA and the Legal Representative is concluded by means of the email sent as an electronic acknowledgement – described in section 2.6.1. – in accordance with the Application Form detailed in the electronic acknowledgement and in accordance with these GTC.
- 2.8. The Contract is considered as a written agreement, the contractual language of which is South Africa. The Contract can be found in Logiscool Ltd's customer database.

## **3. Processing Personal Data and the Use of Images**

- 3.1. At the time of completing the Application Form, the Legal Representative is obliged to read and accept Logiscool's Privacy Statement. Logiscool SA draws Legal Representatives' and Students' attention to the fact that by submitting the Application Form and accepting the Privacy Statement, the Legal Representative agrees to receive special offers tailored to the Student's needs from either Logiscool SA or Logiscool. These offers will be sent to the email address provided on the Application Form and will pertain to participation on Courses or in Camps.

3.2. Logiscool SA informs Students and their Legal Representatives that, during the Camp, photographs, video and sound recordings (hereafter: "Recording(s)") may be taken, which may enable the identification of individual Students. The Recordings shall not prejudice the privacy or dignity of Students. The copyright of these Recordings shall be exclusively owned by Logiscool SA and Logiscool Ltd. The purpose of the Recordings is to present the atmosphere of Course, Camps and Workshops, the instruction taking place and the achievements of the Course, Camps and Workshops. The Recordings may be used primarily for marketing purposes, as follows: published on the website at [www.logiscool.com/za-en/](http://www.logiscool.com/za-en/), on Logiscool Ltd's official YouTube page and the social media pages of Logiscool Ltd. (e.g.: Facebook, Instagram, Twitter), as well as in the press, in presentations and demonstrations. By completing the Application Form and submitting it to Logiscool SA (see section 2.4.), both the Legal Representative and the Student themselves – if they are over 14 – agree that recordings made by the above-mentioned legal entities may use these recordings for the purposes and circumstances detailed above for an unlimited period of time. Students and Legal Representatives will not be compensated for any usage of these recordings. The Legal Representative and the Student themselves – if the latter is aged over 14 – may request at any time the cancellation, restriction of use or total deletion of these Recordings by emailing [datamanagement@logiscool.com](mailto:datamanagement@logiscool.com).

#### **4. Course Fee**

##### **4.1. Special conditions for paying the Course Fee**

4.1.1. The Course Fee is advertised at [www.logiscool.com](http://www.logiscool.com). However, with respect to the exact amount of the Course Fee, the provisions of the Contract based on these GTC prevail.

4.1.2. Logiscool SA may give a discount on the Course Fee in accordance with the details provided in Appendix 1 of these GTC. Logiscool SA will decide independently which of the discounts featured in Appendix 1 might be applied and to what extent. Furthermore, Logiscool SA may apply additional discounts to those featured in Appendix 1 of these GTC for Students.

4.1.3. Application Forms received electronically will be checked by Logiscool SA in order to determine whether discounts should be applied for the Student and for the selected Course as stated in the Application Form as well as under what circumstances and to what extent these discounts apply. Where a discount may be applied, the Legal Representative will be notified via the email address provided previously about the obtainable discounts and the Course Fee will be reduced by the applicable amount – at the very latest – when the Course summary email (as described in section 5) is sent out. If the Legal representative raises no objection regarding the modified Course Fee within 8 days from the date of the Course summary email being sent, the modified Fee is considered to have been accepted. Where an objection is raised, it will be investigated by Logiscool SA and if it is justified the Course Fee will be reassessed accordingly. In all cases where an objection is raised – whether partial or full – both Parties are obliged to enter a process of conciliation. Should it not be possible to reach a settlement between Parties within 8 days following the first day of conciliation, the Contract terminates on the 9th day (counted from the first day of conciliation) without any further provisions being made.

4.1.4. Unless stated otherwise under these GTC, the Course Fee is determined with regard to the Logiscool School Year and is payable in equal monthly instalments (hereafter: Part Payment) during the calendar months of the Logiscool School Year by the Legal Representative, irrespective of how many lessons are actually held in the given calendar month. Where a Course is held over part of a calendar month,

due to the starting and finishing dates of the Logiscool School Year (hereafter: Part Month), Legal Representatives will be notified about the exact amount of this Part Payment in the given calendar month via email according to the information provided under section 5 by Logiscool SA. In the case of a Student participating on a Course whose application is received within 21 days from the starting date of the Course, their Legal Representative is obliged to pay the full amount of the Course Fee from the starting date.

4.1.5. The Course Fee or a due Part Payment must be paid even when a Student is absent (e.g.: due to ill health) because, when absence occurs, this ensures the provision of missed lessons by Logiscool SA at an appropriate time (the details of which will be sent to the Legal Representative via email).

4.1.6. Unless stated otherwise under these GTC, Part Payments of the Course Fee are due in advance during the Logiscool School Year by the 7th day of each calendar month. An invoice will be issued by Logiscool SA for any amount due by the 1st day of each calendar month. Logiscool SA is entitled to invoice either wholly or partially for both the Part Payment that relates to a Part Month and Part Payment that relates to either the following or the previous calendar month. In such cases, both Part Payments are due within 7 days of the invoice issue date.

#### 4.2. Special Conditions Relating to Payment of the Course Fee

4.2.1. The Course Fee paid by the Legal Representative shall be paid in one, two or five instalments.

4.2.2. Advance payment of the Course Fee: the amount determined in the acknowledgement (see section 2.6.) sent by Logiscool SA to the Legal Representative which can be no more than 30 per cent of the Course Fee. The Advance payment fee is due within 7 days of the date on which the acknowledgement was issued. Logiscool SA issues a pre-payment invoice for the completed transaction following the crediting of Logiscool SA's bank account with the Advance payment.

4.2.3. Any amount not covered by the Advance payment of the Course Fee must be paid by the 7th day prior to the starting date of the Course. Logiscool SA issues an invoice relating to this part of the fee and sends it to the Legal Representative.

4.3. All Payments should be made via bank transfer to the bank account stated on the invoice for the amount shown on the pro forma invoice issued for the Fee or part thereof. The exact name of the Student, the issue number of the pro forma invoice and the account number must be clearly identifiable in the comments box relating to the transfer. If these details are not identified appropriately, payment will not be recognised by Logiscool SA School; therefore, the invoice will be considered as unpaid.

4.4. All accounting documents relating to the Fee will be issued electronically. All types of invoices are issued electronically, such as pro forma invoices; invoices and other documents will be sent as attachments to emails to the Legal Representative's email address previously provided on the Application Form.

4.5. Logiscool is keen to introduce as many children as possible to the Logiscool method. In order to achieve this, arrangements are made with third parties, as partners, in order that the payment of the Fee on behalf of a Student may be paid partly or fully by this partner instead of by the Legal Representative. For its requisition, a promotional code is issued to the Student and to the Legal Representative. Based on this promotional code, Logiscool is

authorised to verify the legitimacy of the Student on behalf of whom the partner is making a payment.

- 4.6. It is in Logiscool's interest to make its Course, Camps and Workshops accessible to a preferred group of Students. It is in Students' legitimate interest to claim a discount provided by a partner for which it is sufficient to provide their personal details for this purpose. Data processing is a requirement of claiming a promotional code for the above-mentioned purposes and restricts the affected Student's right to self-determination proportionally.

For the purposes of the cases mentioned in this section, either Logiscool or Logiscool SA shall inform the Legal Representative separately of terms and conditions of payment other than those within these GTC. It must be stated that the provisions of these GTC shall apply to any part of the Fee which is not covered by a third party.

## **5. Information Regarding Course, Camps and Workshops**

- 5.1. Information regarding Courses and any modifications to the conditions of the confirmed Contract will be sent by Logiscool SA to both the Student and the Legal Representative in the form of an electronic message to the Legal Representative's email address by the day before the starting date of the Course. On the first day of the Course, Students will be registered by Logiscool SA.

- 5.2. Information regarding Camps will be sent by Logiscool SA to both the Student and the Legal Representative in the form of an electronic message to the Legal Representative's email address by the day before the starting date of the Camp along with a health declaration as an attachment. On the first day of the Camp, Students will be registered by Logiscool SA. The health declaration must be signed by the Legal Representative and handed to Logiscool SA's representative during the registration procedure.

6. During the period of a Course or a Camp, Students are supervised by Logiscool SA. The Legal Representative is obliged to inform Logiscool SA on the Application Form about all relevant circumstances that may affect the safe supervision of the Student, especially – but not exclusively – if the Student:

- (a) is taking medication on a regular basis or if this medication requires monitoring;
- (b) has an allergy to any medication, food, other substance or animal, etc.;
- (c) is unable to undertake or complete certain tasks for any reason;
- (d) has a sensitivity to any type of food or drink;
- (e) suffers from mental and/or behavioral problems for constitutional or psychological reasons;
- (f) cannot attend certain programs or events held as part of a Course or Camp for a particular reason.

The Legal Representative is responsible for damages or other disadvantages caused by failure to provide such information. In order to fulfil the Contract, the data mentioned above will be kept by Logiscool SA for 30 days after the finishing date of Course, Camps and Workshops.

7. Both Logiscool SA and members of staff as its representatives shall make all reasonable efforts and take all reasonable precautions throughout the length of Course, Camps and Workshops for the safe and legal implementation of said Course, Camps and Workshops. Logiscool SA and its Trainers, Camp Leaders and Educators on behalf of Logiscool SA will do their utmost to arrange and organise Course, Camps and Workshops and to carry out educational and leisure activities of the highest possible quality.

## **8. Rules for Conducting Course Lessons and Participation Therein**

- 8.1. Course lessons are usually held on weekdays or Saturdays according to the dates shown on the Logiscool website. Unless the Legal Representative decides otherwise, a

Student over 12 may leave a Course lesson independently after finishing that Course lesson or once the lesson is over. In all other cases, the Student may be collected by only the Legal Representative or other legally capable individual whose name is stated on the Application Form once a Course lesson has finished. In the latter case, for the sake of the Student's safety, Logiscool SA may check the identity of an individual who wishes to collect the Student. This identification process might include asking to see the person's ID card and its data should then be compared to the data previously provided on the Application Form.

- 8.2. If a Student misses any lessons for any reason, Logiscool SA will ensure substitution lessons are held to replace the missed lessons, the conditions for which are detailed in section 5. With regard to replacement lessons, the Logiscool SA Director/Manager will contact the Legal Representative in all cases. Logiscool SA is only obliged to provide a maximum of three replacement lessons within a given semester.
- 8.3. A safe is not available for use at Course venues during lessons. Therefore, Logiscool SA cannot be held responsible for the safety of valuable items and cash.
- 8.4. Both Students and their Legal Representatives should note that participation in Course lessons is at the Student's own risk.
- 8.5. Both Students and Legal Representatives are obliged to comply with the house rules of Logiscool SA during Course lessons. A copy of these house rules is available in the electronic message referred to in section 5.

## **9. Rules for Holding Camps and Participation Therein**

- 9.1. The exact starting and finishing dates of Camps will be announced on the Logiscool website by Logiscool SA and Legal Representatives will be informed as stated in section 5. Unless the Legal Representative decides otherwise, a Student aged over 16 may leave a Camp independently at the end of the day. In all other cases, the Student may be collected by only the Legal Representative or any other person whose name is stated on the Application Form. In the latter case, for the sake of the Student's safety, Logiscool SA may check the identity of an individual who wishes to collect the Student. This identification process might include asking to see the person's ID card and comparing its data to the data previously provided on the Application Form.
- 9.2. A safe is not available for use at Camp venues. Therefore, Logiscool SA cannot be held responsible for the safety of valuable items and cash.
- 9.3. Both Students and their Legal Representatives should note that participation in Camps is at the Student's own risk.
- 9.4. Both Students and Legal Representatives are obliged to comply with the house rules of Logiscool SA throughout the period of a Camp. A copy of these house rules is available in the electronic message referred to in section 5.

## **10. Logiscool Terms and Conditions**

The purpose of these Terms and Conditions is the protection of students and to maximize the productivity and positivity of Logiscool programs (Course, Camps and Workshops). By purchasing, using, or allowing your student to use any form of Logiscool Education, you agree that you and your student will fully comply with Terms and Conditions.

## 10.1. Rules of behavior

I agree that I have read through and reviewed the Rules of behaviour with my student. I understand and agree that my student and I will comply with these Rules of behaviour as set forth below. I understand that my student and I must behave and act in a way that are fully in line with the Rules of behaviour and that my student's Logiscool Education program can be cancelled if either of our actions or attitudes seem to be significantly disrupting the education, other participants, or staff, in the opinion of Logiscool staff. I and my student understand that Logiscool reserves the right to cancel my student's Logiscool Education program without any prior warning for violating any of the terms of the Rules of behaviour. ***Refunds will not be given for programs cancelled for failure of the student or the parent to comply with the Rules of behaviour.*** I also acknowledge that upon staff observation of my student, they may determine that the Logiscool Education is not a suitable and/or productive environment for my student. In this case, Logiscool may cancel all remaining elements of the program and no refund will be issued. Logiscool makes great efforts to achieve excellent relationships with students. However, in some rare cases, Logiscool Education programs may not be a suitable environment for every student.

### **Students and Parents/Guardians May NEVER:**

1. bully, intimidate, or harass others.
2. sexually harass others.
3. engage in or threaten violence.
4. impersonate another person.
5. use inappropriate language.
6. use this service, or materials provided as part of this service for illegal or immoral activity.
7. display pornography or any inappropriate material (including sexual content, inappropriate violence, racism, bullying, etc.) during lessons; or personally, contact trainers outside of lessons.
8. share lesson information with third parties, without permission of Logiscool.
9. publicly display lesson(s).

### **Students and Parents/Guardians MUST:**

1. comply with the Rules of behaviour of Logiscool
2. attend lessons in an appropriate, private setting.
3. dress appropriately during lessons.
4. adhere to the terms of use of any sites used during and as part of the education, including following the specified age policies; and
5. only share material that is related to lessons, and appropriate.

## 10.2. Logiscool Programs

### **1. Live Classes**

1. Classes are set on Logiscool website (fixed start dates, day of the week, and time) by registering to the course on <https://www.logiscool.com/za>.
2. Each class runs for 90 minutes and will have no more than 8 participants in each class.
3. The fee and payment method for Group Classes are communicated on Logiscool webpage <https://www.logiscool.com/za> the price is non-



refundable and missed classes will be forfeited and cannot be made up or refunded.

4. Only students registered for the class may participate.
5. Classes are only available for subjects set out by Logiscool
6. For safety and security reasons, Logiscool will video record every class. In case of the Rules of behaviour was breached parents and guardians can obtain a copy of the recording if by sending an email request to [hello.SouthAfrica@logiscool.com](mailto:hello.SouthAfrica@logiscool.com). Logiscool has the right to refuse service.

### **10.3. Contacting Trainers**

Students and parents/guardians should be aware that under no circumstances should students give their personal contact information to trainers, nor are trainers allowed to give students or parents/guardians their personal contact information. Other than during the lessons, trainers are not permitted to communicate privately with, give out personal contact info to, or become social media friends with students.

### **11. Schoolcode**

In order to complete Course, Camps and Workshops effectively, access will be provided to certain elements of Schoolcode for Students by Logiscool Ltd. Access is provided subject to registration. A user name and password for the Students' registration is provided by Logiscool Ltd. Both the Legal Representative and – where legally capable – the Students themselves, are obliged to accept the Terms and Conditions pertaining to Schoolcode during the registration procedure by ticking the appropriate boxes.

### **12. Contract Length and Termination of Contract**

12.1. A Contract concluded under these GTC ceases to be valid – unless it terminates earlier, according to these GTC – in the case of Courses until the calendar day prior to the next Logiscool School Year and, in the case of Camps, on the 30th (thirtieth) day after the last day of the Camp. Despite the cessation of validity of the Contract, certain rights and obligations may still be exercisable by their nature, e.g.: the usage of Recordings, sending offers and newsletters. Therefore, the starting and finishing dates of the Logiscool School Year cannot be modified – a Legal Representative cannot request that Logiscool SA commences provision of contracted services earlier than the starting date of the Logiscool School Year.

- 12.2. Logiscool SA is entitled to terminate the Contract with immediate effect if a Student:
- (a) disrupts the smooth running of the Course or Camp on a regular basis;
  - (b) seriously disrupts the smooth running of the Course or Camp;
  - (c) causes deliberate damage;
  - (d) bullies, threatens or abuses any other Student.

Where termination occurs with immediate effect, the Legal Representative is obliged to remove the Student from Course lessons or Camps immediately. Where termination occurs with immediate effect, Logiscool SA is not obliged to refund – neither partly nor fully – the Fee already paid.

### **12.3. Special Rules Pertaining to the Termination of a Contract with Regard to Courses**

12.3.1. In the case of a Course, all other contractual provisions and declarations shall be terminated if any Course Fee due is not settled until the last day of the calendar month stated in the invoice or the payment may be deemed as a non-performed one on the last day of such calendar month under GTC.

12.3.2. Legal Representatives are entitled to terminate the Contract in writing without providing a reason on the last day of any calendar month within the Logiscool School Year. Where this occurs, the Contract will terminate on the last day of the month in which notice was given. Logiscool SA is entitled to retain the Course Fee pertaining to that calendar month and is not obliged to refund the Fee regardless of whether or not the Student participated in Course lessons during the month in which notice was given. If the Course Fee already paid in one instalment covers a period of time greater than one calendar month in advance, then the Course Fee paid in advance for the period of time following the calendar month of notice will be refunded.

12.3.3. Logiscool SA is entitled to terminate the Contract in the event a Course is cancelled for any unexpected reason. In such circumstances, Logiscool SA is obliged to reimburse the Course Fee already paid. The School is not obliged to pay any other costs of any kind for any reason whatsoever.

#### **12.4. Special Rules Pertaining to the Termination of a Contract with Regard to Camps**

12.4.1. Legal Representatives are entitled to terminate the Contract without providing a reason but will forfeit a portion of the Fee as outlined below:

- (a) if termination occurs sooner than the tenth day before the Camp starting date, the amount forfeited is 11 per cent of the Fee;
- (b) if termination occurs within the ten-day period prior to the Camp starting date, the amount forfeited is 22 per cent of the Fee.

12.4.2. Legal Representatives are entitled to terminate the Contract and collect Students from Camps in cases where such action is particularly justified, such as for health reasons. Where this occurs, the Legal Representative may claim reimbursement of that portion of the Camp Fee which represents the period of time from which they collected the Student to the finishing date of the Camp.

12.4.3. Logiscool SA is entitled to terminate the Contract in the event a Camp is cancelled for any unexpected reason. In such circumstances, Logiscool SA is obliged to reimburse the Camp Fee already paid. The School is not obliged to pay any other costs of any kind for any reason whatsoever.

12.4.4. In the case of a Camp, all other contractual provisions and declarations shall be terminated if any Camp Fee due is not settled until the last day of the calendar month stated in the invoice or the payment may be deemed as a non-performed one on the first working day which follows the due date under GTC.

12.5. Where Logiscool SA is obliged to reimburse the previously paid Fee – whether partly or fully – the refund will be transferred to the bank account from which the Course Fee was originally transferred to Logiscool SA. Any claim made by Logiscool SA may be deducted from the money being refunded.

12.6. By filling in the Application Form the Student's Legal Representative agrees that, if the Contract is terminated by the Legal Representative, then Logiscool Ltd. will send a specific request to the e-mail address provided by the Legal Representative on the Application

Form, which in case of replying the legal representative informs Logiscool Ltd. of the specific cause of termination of the contract.

### **13. Damage and Compensation**

- 13.1. By submitting an Application Form to Logiscool SA, a Student's Legal Representative (see section 2.4.) accepts and undertakes to compensate an aggrieved party – in the name of and on behalf of the Student – for any damages caused by the Student originating from conduct that breaches the terms of the Contract or is unlawful during their participation on a Course or in a lesson or in a Camp or even outside these activities, regardless of whether the Legal Representative is obliged to compensate for the damage or not by law. The Legal Representative may be partly or fully exempted from liability if they are able to prove that the behaviour that caused the damage is connected to Logiscool SA's attitude or any omission concerning the supervision or care of the Student. The Legal Representative's obligation to pay extends to all damages to Logiscool SA, other Students and any other third party.
- 13.2. Where a Student's behaviour causes damage – and where the circumstances of said damage permit it – Logiscool SA will notify the Legal Representative without delay. The damage caused will be placed on record – where the circumstances of said damage permit it – by Logiscool SA and this record may also be signed by the Legal Representative.
- 13.3. Logiscool SA bears responsibility solely for organising and arranging Courses or Camps under these GTC and the terms of the Contract, and for supervising Students with due diligence. Accordingly, it is only responsible for damages that originate directly from any applicable law or which breach these GTC or any of the terms of the Contract – whether intentionally or through negligence – as well as through ignorance or an adverse attitude towards the harmed Student contrary to the facts stated in the Student's Application Form and within their personal details. Where Logiscool SA is obliged to pay compensation for any damages caused by its conduct, it is liable to pay solely for material injuries only; therefore, it shall not be liable to compensate for any grievance or loss of profit.

### **14. Statement**

- 14.1. Statements regarding the performance of the Contract will be sent by Logiscool SA to the Student and their Legal Representative – unless otherwise stated within these GTC – via an acknowledged electronic message from an email address stated on [www.logiscool.com](http://www.logiscool.com) that belongs to Logiscool SA to the email address provided by the Legal Representative as stated on the Application Form.
- 14.2. Statements regarding the performance of the Contract will be sent by the Legal Representative – unless otherwise stated within these GTC – via an acknowledged electronic message from the email address provided on the Application Form to an email address stated on [www.logiscool.com](http://www.logiscool.com) that belongs to Logiscool SA.
- 14.3. Contracting Parties accept that if an electronic message meets the requirements as stated in sections 13.1 and 13.2, it shall be considered as the written statement of Logiscool SA, the Legal Representative and the Student (where the latter is aged over 14).

### **15. Effect and Promulgation of GTC**

- 15.1. These GTC are effective from 21 January 2021 and apply to Contracts concluded since that date.

15.2. Legal Representatives will be informed by Logiscool SA of any amendments to these GTC on the 15th day preceding the day on which the modification comes into effect.

15.3. These GTC and related amendments are available on the website at [www.logiscool.com](http://www.logiscool.com).

Date: 15 January 2024, South Africa

Nazly Mayet  
Executive Director  
on behalf of Logiscool SA

## Appendix 1

**Logiscool SA defines the types of discounts offered as follows:**

- (a) Early Registration Discount
- (b) Group Discount
- (c) Sibling Discount
- (d) One-off Payment Discount

**The amount of discount given by Logiscool SA may be viewed on Logiscool SA's page on the website at [www.logiscool.com/za/school/za-online](http://www.logiscool.com/za/school/za-online)**

### 1. Returning-student Discount

- 1.1. Returning-student Discount applies for Students registered to a particular Course for Logiscool School Year if (they were a student at Logiscool SA)
- i) for consecutive semesters immediately preceding the semester for which they are currently registering, or
  - ii) for at least one semester in the Logiscool School Year and participated in the summer Camp organised by Logiscool SA in the period immediately after or immediately preceding the semester.
- 1.2. The discount scheme depends on the number and the combination of consecutive terms and camps as follows. When calculating discounts, only one summer camp may be taken into consideration.
- A Student is entitled to a greater discount if they were a Student at Logiscool SA immediately before registering for a given Course or Camp in the Logiscool School Year
- i) in two consecutive terms, or if they were a Student at Logiscool SA for one term and a summer camp or three consecutive terms, or two consecutive terms and a summer camp,
  - ii) or if they were a Student at Logiscool SA for four consecutive terms or three consecutive terms and a summer camp.

### 2. Group Discount

- 2.1. Group Discount applies for a Student enrolling on their first Logiscool School Year Course or Camp in Logiscool SA and together with at least FIVE other Students who are also registering for the first time on a Logiscool School Year Course or Camp. In order to qualify for the discount, all the Students who belong to the group must agree upon and provide a group name during the registration process in Logiscool SA.
- 2.2. This discount is applicable only in the first Logiscool School Year for Students belonging to a particular group. Following the discounted Logiscool School Year, a Student who wishes to enroll on one of the Courses again – unless conditions dictate otherwise – might be entitled to a Returning-student Discount.
- 2.3. Where a Student that availed themselves of a discount previously in a Logiscool School Year does not wish to participate any longer on the Course, this will not affect the discount already used nor that of the Student or the other group members.

### 3. Sibling Discount

- 3.1. Sibling Discount applies to a Student in a Logiscool School Year if a sibling also registered in the same Logiscool School Year in Logiscool SA. The sibling's name must be given during the registration procedure.

3.2. Students are considered as siblings if they live in the same household according to their permanent address, as defined on their address card.

3.3. Each sibling is entitled to receive a Sibling Discount until the end of the given School Year.

#### **4. One-off Payment**

If the Course fee for a Logiscool School Year or the whole fee for a semester of any Logiscool School Year is paid as a one-off payment, the Course Fee will be discounted by Logiscool SA.

#### **5. Further Special Discounts**

6.1. Logiscool SA may give Further Special Discounts for Students in certain circumstances as specified below. In such cases, the exact conditions of the discount will be announced on the website or Facebook page of the particular Logiscool School offering the discount.

6.2. Special Discount may be for example:

- i) Bursary Discount – a discount may be applied according to the prize offer set by a particular Logiscool School;
- ii) Discounts related to a promotional code (in particular Early-bird Discount, Special Offer Discount, collaboration with companies, discount for an event/competition winner)

The amount of Special Discount given will be between 5 and 10 per cent.

#### **7. Combining Discounts**

7.1. Sibling Discount may be combined with Returning-student Discount or with Group Discount. However, the full amount of discount cannot exceed 15 per cent of the Course Fee, except if the applicable Sibling discount exceeds this rate because in this case the applicable Brother discount rate governs.

7.2. One-off Payment discount may be combined with any other discount given on different grounds.