



# **SAA TRAINING GENERAL TERMS AND CONDITIONS**

between

**SOUTH AFRICAN AIRWAYS SOC LIMITED**

and

**THE STUDENT**

## 1 INTRODUCTION

- 1.1 South African Airways SOC Limited ("SAA") is an integrated transport company that provides air facilities and services related to the carriage of passengers and cargo and related services. SAA's goal is to render these services through well trained, qualified, motivated and happy personnel.
- 1.2 SAA has solicited potential students to attend the Programme, which programme is administered by SAA.
- 1.3 The Parties wish to enter into this Agreement setting out the basis upon which the training will be provided to the Student.

## 2 DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context indicates otherwise, the following terms will be defined as set out below:
  - 2.1.1 "**Agreement**" means this agreement and all annexures thereto (if any);
  - 2.1.2 "**Commencement Date**" means the date that the Programme commences, notwithstanding the date of signature of this Agreement and as fully set out in the Schedule;
  - 2.1.3 "**Contract Period**" means the duration of this Agreement, as fully set out in the attached Schedule;
  - 2.1.4 "**Curriculum**" shall mean the subjects comprising the courses being offered by SAA under the Programme as agreed to by the Student and SAA, the course to be provided by SAA to the Student, including tuition, practical exposure by SAA (if any), assessments and the like;
  - 2.1.5 "**Parties**" means SAA and the Student and "**Party**" shall mean either of them;
  - 2.1.6 "**Premises**" shall mean the practical site where SAA will render the practical component of the Programme as well as the building in which SAA will render the institutional component of the training, which will be at the location as specified in the Schedule.
  - 2.1.7 "**Programme**" means the training programme administered by SAA for which the Student has undertaken;
  - 2.1.8 "**SAA**" means South African Airways (SOC) Limited (Registration Number 1997/022444/30) a state owned company duly incorporated in accordance with the laws of the Republic of South Africa, with its principal place of

business situated at Airways Park, 1 Jones Road, O.R Tambo International Airport, Kempton Park, South Africa;

2.1.9 **“Schedule”** means an attachment to this Agreement that deals with all the specific details of the Programme;

2.1.10 **“Student”** means ....., an adult ....., with ID Number ....., and residing at .....,  
 .....,  
 being the beneficiary of the Programme who by his / her signature hereof warrants and/ or represents his / her capacity to enter into this Agreement and his / her acceptance to being bound by the terms and conditions set out in this Agreement;

2.1.11 **“Training Costs”** means the costs of the Programme which will be incurred by the Student as set out in the Schedule. For the avoidance of any doubt, the Student shall be responsible for repayment of the Training Costs in accordance with clause 6.1.

2.2 Words importing any one gender shall include the other genders, and the singular shall include the plural and vice versa. A reference to natural persons shall include created entities (corporate or otherwise) and vice versa.

2.3 In this Agreement, the headings have been inserted for convenience only and shall not be used for, nor assist or affect its interpretation.

### 3 APPOINTMENT

2.1 SAA hereby enters into this Agreement in order to undertake the training of the Student.

The Programme shall be conducted at the Premises and the purpose of the Programme is to train the Student, in practice and within the field of expertise, in accordance with the Curriculum. During the Contract Period the Student shall strictly adhere to the provisions of this Agreement and terms and conditions related to the programme and the Curriculum, in order to enable the Student to obtain the following qualification: **SAA Airport Operations Training Programme.**

2.2 SAA will ensure that, during the Term, the training is facilitated and conducted by the trainers named in the Schedule, and in accordance to the Curriculum.

2.3 The Student hereby agrees to be always bound by the terms and conditions of this Agreement. The Student permits SAA to use the Student's name, surname any and all required information of the Student in order for such information to undergo a security clearance and the Student shall provide SAA with such information not in SAA possession for a successful security clearance.

- 2.4 The training by SAA will not automatically result in appointment by SAA and therefore all successful candidates shall be responsible and may apply for vacancies at SAA when they are available to the public.

#### 4 DURATION

- 4.1 This Agreement will commence on the Commencement Date and continue for the Contract Period, unless terminated earlier in accordance with the terms of this Agreement.
- 4.2 The duration of the Programme may be extended on the same terms and conditions (unless the Parties agree otherwise) for a further period to be agreed between the Parties.

#### 5 CURRICULUM

- 5.1 SAA shall obtain the approval by the **South African Civil Aviation Authority** of the Curriculum for regulatory courses. Copyright in and to the Curriculum, and any amendment thereto, shall vest with SAA.
- 5.2 SAA shall strictly adhere to the Curriculum as may be amended, from time to time, subject to the requirements of the **South African Civil Aviation Authority for regulatory courses**.
- 5.3 SAA will oversee the updating and adjustment of all training material used in the Curriculum in accordance with the relevant regulations and technical standards or the legislative requirements of the **South African Civil Aviation Authority**, agreed in clause 5.1.
- 5.4 SAA shall -
- 5.4.1 take responsibility for a high level of training of good quality and ensure that a generally accepted standard of training practices is upheld;
- 5.4.2 ensure that all training supports meets the regulations and technical standards and legislative requirements of the **South African Civil Aviation Authority**; and
- 5.4.3 ensure the completion of the Curriculum during the Term thereof.
- 5.5 SAA confirms that it is duly accredited to render the training under the Programme.

#### 6 CONDITIONS OF THE PROGRAMME AND TRAINING COSTS

- 6.1 The Student shall be solely responsible for the total costs of the Programme, in the sum of **R 1 500.00** (One thousand Five Hundred rand only), inclusive of VAT, and such costs shall be payable in accordance with clause 6.2 of this Agreement.

- 6.2 The Student will be required to pay for the total Training Costs, to SAA, at least 14 days prior to Commencement Date, or as per the agreed date with SAA. The Student shall submit proof of payment in order to confirm their seat on a course.
- 6.3 In the event that the Student withdraws from the Programme before commencement of the Programme, the Student shall be liable for all administration fee charges, such charges to be determined by SAA.
- 6.4 Cancellations made at any time for scheduled training will attract cancellation charges. The Student may cancel the training on or before 10 (ten) calendar days prior to class start date. Cancellations made between 10 (ten) and 5 (five) calendar days from class start date will be charged at 50% (fifty percent) of the total Programme fees. Cancellations received less than 5 (five) calendar days prior to class start day will attract the full Training Cost charges. The Student agrees to pay all cancellation charges within 10 (ten) days of receipt of a demand from SAA.
- 6.5 Failure by the Student to make payment of any cancellation charges due and payable within the prescribed period (i.e. 10 days) shall attract default interest in accordance with the terms of this Agreement, which shall be added on to the outstanding balance.
- 6.6 SAA's calculation of the Student's indebtedness shall be *prima facie* proof of the amount owed and shall become due and payable by the Student immediately upon SAA furnishing written demand thereof to the Student.

## 7 BREACH AND TERMINATION

- 7.1 This Agreement terminates:
- 7.1.1 on the termination date stipulated in the Schedule; or
- 7.1.2 on an earlier date if:
- 7.1.2.1 the Student successfully completes the Programme; or
- 7.1.2.2 SAA terminates the Agreement upon 30 (thirty) days prior written notice to the Student in the event SAA is not satisfied with the Student's performance under the Programme – with the Student having a right of making representations to SAA; or
- 7.1.2.3 SAA terminates the Agreement upon 30 (thirty) days prior written notice to the Student, if good cause is shown, by SAA that the Programme is no longer necessary or warranted.
- 7.2 If the Student breaches any term of this Agreement and fails to remedy such breach within seven 7 (seven) days of receipt of written notification requiring it to do so,

then SAA shall be entitled, without further notice and without prejudice to any other right or remedies SAA may have, to terminate this Agreement, and/or claim specific performance, and/or claim damages

## **8 CONSEQUENCES OF TERMINATION**

8.1 Termination in accordance with clause 7 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to SAA and all provisions which are to survive this Agreement or impliedly do so shall remain in force and in effect.

8.2 On termination of this Agreement the Student will immediately deliver to SAA, all resources and property belonging to SAA and related to the Programme which may be in the possession of, or under the control of the Student, and confirm to SAA in writing that this has been done.

## **9 DEFAULT INTEREST**

9.1 Where the Student is in default of any repayment due and payable, SAA shall be entitled to levy default interest on the outstanding amount at the prime lending rate as quoted by the Standard Bank of South Africa as from the date upon which the Training Costs become due until the date of repayment thereof.

## **10 OBLIGATIONS OF SAA**

In addition to its obligations under clause 5.4 hereof, SAA undertakes that it will offer the training Programme at the standard the Student will be equipped to execute the work tasked in the field of this training Programme.

## 11 DUTIES AND OBLIGATIONS OF STUDENT

- 11.1 The Student undertakes that he / she will successfully complete the training Programme.
- 11.2 The Student shall, subject to the terms of this Agreement –
- 11.2.1 reimburse SAA any applicable charges;
  - 11.2.2 adhere to SAA's code of conduct as applicable to training programmes
  - 11.2.3 attend all Programme courses diligently and be sufficiently early for same
  - 11.2.4 perform all Programme training assignments diligently and to the best of the Students' ability
  - 11.2.5 obey all instruction given by the Programme trainers and or their assistant; and
- 11.3 Should the Student objectively not be in a position to attend the Programme and has a valid and / or legitimate reason for such inability to attend, the Student shall notify SAA, in writing, at least (forty eight) 48 hours prior to the course commences.

## 12 CONFIDENTIALITY

- 12.1 The Student undertakes and warrants to keep confidential and not publish, disclose or otherwise reveal to any third party in any way whatsoever, nor make commercial use of any information he/she may have access to by virtue of his/her involvement in the training without the prior written consent of SAA.
- 12.2 The Student hereby warrants that any Intellectual Property in work, research or other product undertaken and/or produced under the auspices of this training, shall vest with SAA as if work was undertaken by the student on behalf of SAA.
- 12.3 The Parties agree that this clause 12 will remain in force notwithstanding termination of this Agreement.

## 13 FORCE MAJEURE

Should any of the obligations of either Party become objectively impossible of performance, both Parties shall be exempted from their obligations under this Agreement if the circumstance that rendered performance impossible was unforeseeable with reasonable foresight at the time of contracting and unavoidable with reasonable care at the time of its occurrence and both parties displayed reasonable care and diligence in attempting to avoid the consequence thereof. Such exemption shall, however, operate only to the extent that the performance of the obligations is rendered objectively impossible and only for the period during which the relevant circumstance prevails. Notice of such circumstance shall be conveyed to the other Party in writing without delay.

## 14 NOTICES AND CORRESPONDENCE

- 14.1 All notices or correspondence in terms of this Agreement shall be delivered by hand or sent by certified mail or faxed or emailed and shall be addressed as below which the parties hereto choose as domicilium citandi et executandi:

| <b>SAA</b>                                   | <b>THE STUDENT</b> |
|--|--------------------|
| SAA Airport Operations,                      | _____              |
| Training,                                    | _____              |
| Learning and Development, Airways Park       | _____              |
| OR Tambo International Airport               | _____              |
| Johannesburg                                 | _____              |
| 1627   | _____              |
| Att: Manager: Airport Operations Training    | _____              |
| Tel: (011) 978 – 3811                        | Tel: _____         |
| E-Mail: airportoperationstraining@flysaa.com | E-Mail: _____      |

- 14.2 All notices or correspondence in terms of this Agreement shall be deemed received by the addressee if delivered by hand - on the date of delivery, if sent by registered mail – 14 (fourteen) days after postage, if sent by fax – on the date of transmission and if sent by e-mail – on successful delivery.

## 15 GENERAL

- 15.1 No relaxation or indulgence granted by any Party (“the grantor”) from time to time shall be deemed to be a waiver of the grantor’s rights in terms hereof, nor shall any such relaxation or indulgence be deemed to be a novation or waiver of the terms and conditions of this Agreement.
- 15.2 This Agreement constitutes the whole agreement between the Parties in relation to the subject matter hereof, and no variation, amendment or addition to the Agreement will be of any force unless reduced to writing and signed by or behalf of the Parties.
- 15.3 No Party may rely on any representation that allegedly induced that Party to enter into this Agreement, unless that representation is recorded in this Agreement.
- 15.4 This Agreement will in all respects be governed by and construed in accordance with the laws of the Republic of South Africa, and all disputes, actions and other matters in connection therewith shall be determined in accordance with such law.
- 15.5 The Student shall pay all legal costs incurred by SAA (including attorney’s costs on an attorney and own client scale, tracing fees and collection commission) arising from any legal action instituted by SAA in terms of this Agreement.



- 15.6 The Parties select as their *domicilia citandi et executandi* the physical address set out above for the purposes of sending or receiving notices, legal processes and other communications for the purposes of this Agreement.
- 15.7 The terms of this Agreement are divisible and should any term or condition be found by any court of law to be void or voidable such term or condition shall be regarded as *pro non proscripto* and the remainder of this Agreement shall be valid and binding upon the Parties.

[SIGNATURE PAGE FOLLOWS]

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

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

2. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of **SOUTH  
AFRICAN AIRWAYS SOC  
LIMITED**

\_\_\_\_\_  
For and on behalf of **SOUTH  
AFRICAN AIRWAYS SOC  
LIMITED**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

AS WITNESSES:

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

2. \_\_\_\_\_

\_\_\_\_\_  
**STUDENT**