

LEGAL AGREEMENT

between

PRO DEV LINK NPC (TRADING AS TARGET LIFE)

REG NO: 2017/404028/08

("The Institution")

and

acting in his / her / their capacity as (Name and Surname of "**Surety/Payer**")

I.D. No.

unmarried / married in / out of community of property to

(Name and Surname of Spouse)

I.D. No. of Spouse

for

acting on behalf of his / her capacity as (Name and Surname of "**Student**")

I.D. No. of Student

and duly assisted by his / her legal guardian (if applicable)

(Name and Surname of Legal Guardian)

I.D. No. of Legal Guardian

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1. INTRODUCTION

The Institution undertakes to educate the student in the Word of God, develop life skills and to expose them to adventure learning. We give recognition that freedom of choice is associated with responsibility and consequences. Students bear the full responsibility for their behaviour. The Institution takes responsibility for the application of discipline in order to create a safe and organized environment in which the student can develop.

2. SUSPENSION OF THIS AGREEMENT

This agreement shall be of no further force and effect unless the surety/payer pays to The Institution the **non-refundable deposit** in the amount of R6 000.00 with **the commencement of the course**. The student must report with this document **signed and initialled on each page** by **all engaged parties** on the day of registration. *Target Life* will sign this contract at submission on the day of registration.

3. BINDING CONDITIONS

The surety/payer hereby bind themselves/himself/herself for the due proper and punctual payment of class fees and commune fees (if applicable) as stated hereunder. Should the student decide to leave the course at any time for any reason the surety/payer will still be responsible for the proper and punctual payment of class fees and commune fees (if applicable). The student binds himself/herself to obey the rules of *Target Life* and accepts responsibility and the consequences that follow. In the case of suspension due to violation of the rules, the surety / payer will still be responsible for paying the outstanding class fees as stipulated hereunder.

4. PAYMENT

Costs

The cost for 2019 is R36 000.00 (including registration fee). The cost includes: class fee, camping fee, textbook, t-shirt, jacket and buff. The Institution will attempt to lend backpacks to students depending on the entries for 2019. Food for the hiking trail, snacks for excursions, food for the first and last day of certain camps and spending money for *Journey* and *Winkelspruit* are not included in the class fees. The student's certificate will be withheld if any payments are not settled in full.

Payment Schedule

A registration fee of R6 000.00 must be paid before the day of commencement of the course. It is advised that a student pay the registration fee as soon as possible in order to ensure a student's place. Selection is confirmed with an Acceptance Letter from the Institution. The registration fees are not refundable on cancellation. Further payments for the year must be done in advance **before or on the 3rd of the months February to September 2019** at R3 750.00 per month.

The monthly amount of R3 750.00 can be paid in one of the following ways:

1. Electronic payment with sufficient references (Student Nr.)
Proof of payments **should** be emailed to targetlifefinance@gmail.com
2. Once-off payment

5. COLLECTION

Outstanding payments due over 30 days will be handed over to debt collectors (lawyers) and interest at bank rates calculated annually will be charged. Outstanding payment can lead to the surety/payer being black-listed until the payment is made. If the surety/payer falls behind with payments due to a financial crisis, he/she should immediately contact the Institution to submit a new written contract. If the new submission is accepted the new contract will be binding.

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6. THE RULES

RULES / BOUNDARIES

Discipline forms part of our core values, and *Target Life's* discipline structure is there to protect the students and *Target Life* as an institution. The rules recognize freedom of choice with the accompanying responsibilities and consequences.

A *Target Life* student will, for the full duration of the course (mid-January to mid-November), be under the Rules of *Target Life*. The reason for this is that people look at the process critically to see what we build into the lives of the students. Some rules are there to help fellow students who struggle with temptations. Although you might not be struggling with the same temptations, the same rules will apply. Therefore the Biblical principle is that we will help our fellow students not to fall into the same temptations again.

In the case where students feel that this is their first year out of school and they want to experience new "things", then they will miss the whole point of the *Target Life* year. Rather reconsider registering for this year. After the *Target Life* year the student will be properly equipped to make better choices for the "things" in life.

CATEGORY OF OFFENSES AND ASSOCIATED CONSEQUENCES

Category 1 offense:

Will be handled on merit.

Category 2 offense:

Will lead to an interview with the leadership. A repeat of the offense can lead to a Category 3 offense. These are offences which can damage the process, the group or the individual, but are to such an extent that it can be recovered through mentorship. For each offense, a written warning will be given. Any written warning **can be** accompanied by a week-long suspension, which will include suspension from the commune.

Category 3 offense:

A Final written warning will be issued and the recurrence of the offense can lead to expulsion. This includes offenses that threatens fellow *Target Life* students or the course itself. This is mostly due to a negative attitude. At this stage the parents will be involved.

Category 4 offense:

Can lead to immediate expulsion.

1. RULES WITH REGARDS TO STUDENT BEHAVIOUR OUTSIDE THE OFFICIAL *Target Life* CONTEXT:

- a. **A Student's behaviour that damages *Target Life's* name publicly, will be seen in a very serious light.**

Students should take pride in carrying Target Life's name in public. Breaking Target Life's rules outside official Target Life hours will still be considered an offense.

2. RULES WITH REGARDS TO SMOKING DURING OFFICIAL *Target Life* EVENTS (including classtimes, camps, outreaches or official social functions):

- a. **Smoking (including electronic cigarettes)**

♦ If a student still smokes, he/she must report it to the leadership so that the leadership and the student can enter into a mentoring relationship throughout the year.

- b. **We have the following problems with smoking:**

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- a) Every student is a representative of *Target Life* while they attend the course. We are of the opinion that smoking affects a person's Christian testimony negatively.
- b) Smoking as an addiction hinders you to develop fully in what God has for you. We were created to rule over the plants, not allow them to rule over us.
- c) Smoking damages your body which is a temple of the Holy Spirit.
 - ♦ We are willing to journey with a student if he/she wants to stop smoking. However, the rules are there to protect those who do not smoke as well as those who are trying to quit.

c. *Target Life* asks that the following rules regarding SMOKING will be respected and followed for the duration of the course:

- i. A *Target Life* student is under no circumstances allowed to smoke with or within a visible distance from anyone in *Target Life*. This rule applies at all times. (*When people smoke together, it creates temptation and makes it difficult for someone to quit.*) This offense is thus seen as disobedience.
 - **Category 2**
- ii. Students are under no circumstances allowed to smoke in *Target Life* clothes or on camps. (This includes public places on Journey and Winklespruit).
 - **Category 2**
- iii. Students are not allowed to smoke on the church grounds, near the entrances or the commune gardens.
 - **Category 2**
- iv. Smoking of *hubbly and electronic cigarettes* will under no circumstances be allowed during the duration of the course (end-January to end-November).
 - **Category 2**

3. RULES WITH REGARDS TO THE USE OF ALCOHOL:

***Target Life* asks that the following rules regarding the USE OF ALCOHOL will be respected and followed for the duration of the course:**

- i. No alcohol will be allowed on the church grounds or in the communes or on camps.
 - **Category 3**
- ii. Any form of alcohol misuse or drunkenness will be regarded as a very serious offense.
 - **Category 2**
- iii. Students are allowed to drink one unit of alcohol per social opportunity. (What is considered as a unit will be communicated by the Head of Family).
 - **Category 2**

4. RULES WITH REGARDS TO CLUBBING:

a. Clubbing is not allowed during your year at *Target Life*. This includes places such as pubs, places with age restrictions and clubs.

– **Category 2**

- ♦ Students are allowed to dance at a studio.
- ♦ Permission can be requested for special occasions by the appropriate Heads of Family.

5. RULES WITH REGARDS TO RELATIONSHIPS WITH THE PURPOSE TO HELP STUDENTS UNDERSTAND GOD'S PRINCIPLES AND SEASONS:

*It is our experience that romantic relationships between students in *Target Life* distance the student from the leaders, fellow students and the course's processes.*

a. *Target Life* asks that the following rules regarding ROMANTIC RELATIONSHIPS will be respected and followed for the duration of the course:

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- i. Relationships are not allowed with a person in *Target Life* throughout the duration of the course.
 - **Category 2**
 - ✦ In case a student becomes infatuated, he/she must report it with their family head. We insist that your infatuation will under no circumstances be communicated to the person you are in love with. The leadership will handle the information confidentially and lead the student through it.
 - **Category 2**
- ii. No form of flirtation will be tolerated. (*Flirtation creates temptation for fellow students and threaten their wellbeing*).
 - **Category 2**
- iii. Inappropriate sexual behaviour will not be tolerated
 - **Category 2**

6 RULES WITH REGARDS TO THE BREAKING OF THE LAW:

- a. **Drugs:**
 - i. The use or possession of drugs during your *Target Life* year is a serious offense. It can lead to the involvement of the SADS and to immediate expulsion. Parents will be notified immediately.
 - **Category 3/4**
- b. **Theft:**
 - i. Any theft will be taken as a serious offense.
 - **Category 4**

7. RULES WITH REGARDS TO ATTITUDE AND PARTICIPATION OF THE COURSE

- a. **Negative attitude**
 - **Category 2**
 - ✦ Due to the nature of our process, it is very important that each student will cooperate with the process with a good and respectful attitude, otherwise the process that *Target Life* presents will be hindered. Disrespectful behaviour towards leaders is included and will be dealt with by the leadership. Continuous rebellion can lead to expulsion. *The student's class fees will still be fully payable.*
- b. **Gossip**
 - **Category 2**
- c. **Failure to attend class:**
 - i. Failure to attend class or any other official *Target Life* activity without a valid excuse.
 - **Category 3**
 - ✦ *Important appointments should as far possible be arranged outside of class times.*
 - ✦ *Absence due to illness must be reported by the student to the appropriate Head of Family early in the morning.*
 - ✦ *Target Life requires a medical certificate in the case of incidents where a student is absent for more than 2 days, or do not attend class on a regular basis due to medical reasons.*
- d. **Failure to attend a camp:**
 - i. Camps are compulsory and excuses will only be accepted on the basis of valid medical reasons, exams or death within the near family. For medical reasons or exams, valid documentation will have to be given to *Target Life* before the commencement of the camp.
 - **Category 4**
 - ii. No driver's licence appointments can be made during camp times.

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8. RULES REGARDING CELL PHONES:

- a. **No social cell phone activities will be allowed during classes:**
 - i. Cellphones may be used for a Bible or to take notes with. Misuse of this grant:
– **Category 3**

9. RULES REGARDING THE COMMUNES:

- ◆ **One weekend per term may be an “in weekend”.**
- ◆ Any form of immoral behaviour will be seen as an offense.
– **Category 2**
- ◆ Failure to do tasks and chores delegated within the commune can lead to the expulsion out of the commune.
- ◆ No two persons of the opposite gender are allowed alone in the rooms.
– **Category 2**
- ◆ No intimate physical touch between students is allowed.
- ◆ Personal hygiene is of absolute importance and students can be addressed by the leaders if hygiene is neglected. Students who do not comply to this principle could potentially be asked to move out of the commune.
- ◆ Curfew: Week nights 22:00 and weekends at 00:00.
- ◆ Quiet from 22:00.
- ◆ Guests, including family members, may under no circumstances enter the bedrooms. An exception will be made when students move in and out of the commune.
- ◆ Guests need to be out of the commune by 21:00.
- ◆ No friends are allowed to smoke in the commune- or on the church grounds.
- ◆ No friends outside of *Target Life* may sleep over.
- ◆ No pets are allowed.
- ◆ *Target Life* students who want to sleep over must arrange with the necessary family head, as well as the *Target Life* secretary. There will also be a fee payable.
- ◆ If someone breaks something, they need to report it immediately and the responsible person will be held liable to pay for the repair.

10. OTHER PRACTICAL RULES:

- a. Clothes, class behaviour and other practical arrangements will be given through to students internally by the leadership.
- b. *Target Life's* principles regarding students' personal hygiene will be given through internally by the leadership. A student can potentially be sent home if it creates a problem for the leadership and fellow students.

Guidelines for parents

Who stands responsible

Target Life primarily stands in relationship with the student. It is very important to us that the student takes own responsibility for every facet of the course, except for the payment of class- and commune fees. Information regarding camps and other facets of the course will for this reason be directly communicated to the students directly. We ask that you as parent will approach your child for information required and not phone the secretary or other personnel. If a student does not take the responsibility or does not listen well, they will have to carry the consequences themselves. We place value on the principle that the students need to start taking responsibility for themselves.

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Feedback about your child

Feedback regarding the course will have to come primarily from your child. *Target Life's* process is aimed at potential development, character building, spiritual growth and many unmeasurable facets. It is thus impossible for us to give a feedback report on each individual to the parents. A tree is recognised by the fruit it bears. The fruit visible in the student's behaviour is the only indication of growth and can only be measured from an intimate relationship with your child. We ask that you as parent will be patient, as *Target Life* is a year of sowing seed. Some fruit will only be visible in the years to come. If there is any specific reason why you would require feedback, you are welcome to request a specified report from the Head of Family via email only. If the feedback received is insufficient, you can make an appointment with the relevant family head within office hours.

There will be a general information session for all parents on the last Thursday of the first term. During this session, feedback from both sides will be welcomed. We will appreciate it if you can attend the meeting, but an email with all the information shared on the evening will also be sent out to all the parents.

If there is a need for more information regarding your child

Additional information from parents about your child can equip us to work with students better. You are therefore more than welcome to make an appointment via email. It is very important that you note what the meeting will entail, so that we can collect the necessary information required from our side and be prepared for an effective meeting.

Concerns regarding the course or leadership

We request that the following procedure be followed:

1. If a student has a problem of any nature, he/she should take it up with the appropriate Head of Family.
2. If the problem can not be resolved after such a meeting, the student may take the concern to the Head of *Target Life*.
3. If the problem still remains unsolved, parents can get involved by reporting the problem through email. *Target Life* will then give a written response via email and if there is still a need for further discussion, an appointment can be scheduled during office hours.
4. In the event of a personal meeting, all conversations may be recorded for reference and control. For this reason, major concerns will not be dealt with telephonically. Family leaders and the *Target Life* Head will be present in such a conversation.
5. Only in the case of an **urgent** problem will a telephonic conversation be accepted. Uncontrolled communication can do a lot of damage and we do not want to risk a harmful relationship with anyone.

Finances

Outstanding accounts will be handled directly with the person responsible for payments, but the students will receive regular financial updates. In the case of accounts being 3 months behind, a student may be asked to leave the course.

Tattooing and body piercing

Tattooing and body piercing are matters between parents and children and *Target Life* can not be held responsible for any actions in this regard.

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Information to parents

All information that is important for the parents to know, will be sent via email. Please provide us with a relevant email address and let us know in the event of any changes to your contact information.

Camps

Information regarding camps will be given through to the **students**.

- ♦ Due to the workload of our secretary, she is not available to answer personal inquiries. Where necessary, information will be sent at official times. We ask that parents support us in this regard, and that any information you require, you will request from your child first.
- ♦ **Hiking trail:** There are no expensive items to be bought for the hiking trail camp or any other camps.
- ♦ *Target Life* lends hiking bags to the students for the hiking trail.
- ♦ Any other gear such as headlamps, sleeping bags, pots and stoves can be borrowed.
- ♦ Hiking shoes: Old tekkies will be sufficient. Hiking boots are not recommended.
- ♦ Students will have to provide their own food for the hike. Information regarding this will be communicated to the students.

Participation in *Target Life* camps can be intense and exhausting. This may include long bus trips, long walking distances and exhausting physical activities. Good facilities are not always available. It may also involve a change in diet and the use of water.

Involvement with *Target Life* may require that a student make use of his/her own transport (whether personally or together with other students) for certain matters within Pretoria.

7. AGREEMENT

I (full name and surname of Student) _____

declare, undertake and acknowledge the following:

1. To meet and maintain the rules and regulations of *Target Life*
2. To respect fellow students and leaders at all times
3. To not in any way compromise the name of *Target Life* by my public appearance. Such behaviour includes: drunkenness, sexual offenses, drug use and fighting.
4. To open myself towards the group and to invest in their lives.
5. To resolve conflict by stating my case with honesty and boldness.
6. To not influence my fellow students to break the rules of the course.

Signature of Student

Witness 1

Witness 2

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8. GENERAL

This Agreement, including application forms, includes the full legal contract between the parties regarding the *Target Life* course. Any changes or new agreement will only be effective if both parties have signed.

Please sign the indemnity in full (Appendix A)

FOR THE INSTITUTION

SIGNED at **PRETORIA** on this _____ day of **JANUARY 2019**

For **The Institution *Target Life*** who hereby warrants that he/she is duly authorized to sign this agreement on its behalf.

Full Name and Surname **ABEL A. LOEDOLFF**

ID Nr.: **640111 7504 608 9**

Position: **HEAD**

FOR SURETY / PAYER

SIGNED at _____ on this _____ day of _____ 201_____

Signature: Surety / Payer

Full Name and Surname

ID Nr.

Relationship

INDEMNITY AGREEMENT

(Appendix A)

between:

PRO DEV LINK (PTY)LTD (Trading as Target Life)
REGISTRATION NUMBER 2017/404028/08
("The Institution")

and

Full Name and Surname (Parent or Guardian)

ID number (Parent or Guardian)

also, representing:

Full Name and Surname (Student)

ID number (Student)

Whereby the parties agree as follows:

1.) GENERAL INDEMNITY

The parties to this agreement agree that this is a general indemnity indemnifying Pro Dev Link and any of its staff against students attending the course from any and all damages that may be suffered during the duration of the course or on the property where the course is held. The parties to this agreement are aware of the processes of *Target Life* that may take students beyond their comfort zone for growth. Emotional pain from their past will also be addressed and may lead to increased stress and emotionality.

2.) DIRECTORS AND SHAREHOLDERS

The parties agree that neither any director nor shareholder of Pro Dev Link will be held responsible in their personal capacity for any damages of any nature whatsoever arising out of their stay or activities.

3.) COMPETENCY

The individual signing this agreement agrees that they are competent to enter into this agreement with Pro Dev Link and that they have full mandate and legal competency, understand the agreement and has the authority to sign this agreement on behalf of any minor under their supervision whether as parent or guardian.

Thus signed at _____ on the _____ day of _____ 2019

Obo/Pro Dev Link

Parent or Guardian

Witness