
**AGREEMENT ENTERED INTO BETWEEN:
QUEST AFRICA (Kaba Campus)
represented herein by**

James Musto
(referred to hereunder as "QUEST KABA")

and

(full names of participant)
(referred to hereunder as the "Applicant" and/or "Participant")

(Identity Number of participant)

duly assisted herein by his/her natural / legal guardian

(full names of participant's Guardian)

(Identity Number of participant's Guardian)
of the following physical address:

Parent/Guardian : _____

Witness 1 : _____

Witness 2 : _____



1. PREAMBLE

- 1.1 Quest offers a bridging life skills and coaching programme for young people comprising of the activities, excursions, courses and workshops specified in the Quest Syllabus.
- 1.2 The Applicant has applied to Quest Kaba for participation in the programme to be presented in the year _____.
- 1.3 If the application is accepted the terms and conditions embodied in this document will constitute the contract between the parties and will be binding on them.

2. COMMENCEMENT

This contract comes into operation on the date on which Quest Kaba notifies the Participant by letter or e-mail that the Participant's application for admission has been accepted.

3. DUTIES AND COMMITMENT OF QUEST AFRICA

Quest Kaba shall:-

- 3.1 Provide the Participant with board and lodging for the duration of the programme;
- 3.2 Secure the services of suitable instructors and facilitators to present the training modules and excursions included in the syllabus;
- 3.3 Provide transport to convey the Participant to venues where activities incidental to the programme take place;
- 3.4 Use its best endeavours to equip the Participant with the life skills referred to in the syllabus and promote the personal growth, maturity and self-confidence of the Participant;
- 3.5 Endeavor to ensure that a minimum of eighty percent of the program schedule is available for the participant.

4. DUTIES AND COMMITMENT OF PARTICIPANT

The Participant shall:-

- 4.1 apply and commit himself diligently to acquiring the skills and knowledge offered by the training courses and programme;

Parent/Guardian : _____

Witness 1 : _____

Witness 2 : _____



- 4.2 co-operate fully with Quest Kaba management, the other Participants, instructors and facilitators at all times;
- 4.3 obey all reasonable instructions from staff, facilitators, instructors and team leaders;
- 4.4 refrain from anything, which is calculated to undermine the morale or sow dissension amongst Participants or harm the reputation of Quest Kaba;
- 4.5 engage with enthusiasm and commitment in the program and make every effort to promote an esprit de corps and team spirit among all Participants;
- 4.6 obey and follow all the rules of Quest Kaba.

5. PAYMENT

The Participant shall pay the programme fee in the amount and in accordance with the payment plan fully set out in the Fees schedule for the current year.

Overdue payments will attract interest at the rate determined by the board of Quest Africa.

6. EXTRA COSTS

The parties acknowledge the possibility that there may be extra costs including but not confined to –

- 6.1 Personal expenses, optional tours, extra tuition, socials, equipment, damages, special transport or additional courses and workshops;
- 6.2 Emergency expenses such as medical and hospital costs, ambulance or evacuation services or other unforeseen items;

In the case of optional expenses as mentioned in 6.1 above details will be furnished to the Participant in advance and if he or she agrees to such item the costs involved will be payable within fourteen (14) days. In the case of emergency expenses as set out in 6.2 the Participant and his or her guardian irrevocably authorise Quest Kaba to disburse the amounts required when the need arises and these amounts will be refundable to Quest Kaba on demand.

7. SURETYSHIP

The Participant's guardian, the said _____ hereby

Parent/Guardian : _____
Witness 1 : _____
Witness 2 : _____

binds himself/herself as the surety and co-principal debtor in solidum with the Participant for due and prompt payment of all amounts owing to Quest Kaba in terms of this agreement and for purposes of this Deed of Suretyship hereby renounces the benefits of exclusion and division, debatement of accounts and any other legal exceptions which might otherwise have been available to the surety and he/she declares that he/she knows and understands the meaning and full force and effect of such benefits.

8. PROOF OF AMOUNT DUE

The amount of the indebtedness of the Participant and surety to Quest at any time including interest, the rate of interest and the method of calculation thereof shall be determined and conclusively proved by a certificate under the signature of any one member of Quest.

It shall not be necessary to prove the appointment or signature of such member. Such certificate will be valid against the Participant and the surety in any competent court for purposes of obtaining summary judgment thereon.

9. PREMATURE WITHDRAWAL

Should the Participant voluntarily withdraw before the end of the programme he/she will remain liable for payment for the full fees for the programme. The Participant will however have the right in deserving cases to make representations to Quest management for a partial refund and such representations will be considered on their merits. The decision of whether or not to make any refund will be in the sole and absolute discretion of the Quest management and should they decide to do so it will be on a purely ex gratia basis.

10. EXPULSION

Should the behaviour of the Participant during the programme be disruptive or such as to undermine the success of the program or prejudice other Participants, Quest will discuss such problems with the Participant in a counselling session. If however this does not have the desired effect and should Quest be of the opinion that the behaviour or demeanour of the Participant is incompatible with the ideals of the program to such an extent that his or her further participation has become intolerable Quest will be entitled to expel the Participant. The provisions in clause 9 above regarding payment of the programme fees and the possible refund of a portion thereof will apply mutatis mutandis.

11. DAMAGES

Should the Participant cause damage to any of Quest's assets or property due to wrongful or unlawful conduct he or she will be liable to Quest to make good the loss.

Parent/Guardian : _____

Witness 1 : _____

Witness 2 : _____



12. INDEMNITY

Whilst every effort will be made to ensure the safety and wellbeing of the Participants the parties do acknowledge that there is an element of risk in some of the modules and activities which form part of the programme. The Participant and his/her legal guardian indemnify Quest Kaba, the Quest Africa Board of Governors and its members and employees against any claims for loss of property, personal injuries, illness, death or accidents which might occur during the programme. The Participant and his/her guardian acknowledge that he or she shall participate in all curriculum activities at his/her own risk.

13. SYLLABUS CHANGES

Quest reserves the right to change the programme schedule or the facilitators as deemed necessary to ensure the maximum value to the programme and the Participants. The parties acknowledge that the programme schedule, courses and workshops are subject to availability, weather and time constraints.

14. SOUND RECORDINGS, VIDEO AND PHOTOGRAPHIC MATERIAL

The participant and his/her parents or guardian hereby consent to the use by Quest for promotional purposes of sound recordings, video and photographic material of the participant depicting his/her activities during the course and he/she will have no claim against Quest arising from the use of such material.

PARTICIPANT

(Duly assisted by his/her guardian)

QUEST AFRICA (Kaba Campus)

LEGAL GUARDIAN

JW MUSTO

AS WITNESSES

1. _____

2. _____

AS WITNESSES

1. _____

2. _____

