



1. ATTENDANCE & NOTICES

- 1.1. Lessons take place year-round from mid-January to mid-December.
- 1.2. It is the Student's responsibility to attend all of the scheduled lessons. This ensures consistency in the teaching and learning experience and individual goals. Neither the Teacher nor Lingual Express will be held liable for any missed learning goals set by the student or account payer if the student misses a substantial amount of lessons.
- 1.3. Please Note: The Teacher only sees the student for a short amount of time during the week - It falls to the Student to adhere to homework and revision directions given by the Teacher during the rest of the week after the completion of their weekly lesson/s. The Teachers will not remind or follow up with the students regarding their homework or revision duties between lesson periods. This falls to the Student and Parent to maintain.
- 1.4. Lingual Express will not send daily or weekly reminders to the Parent, Account Payer, or Student to attend their lessons. The lesson link is a recurring link and will not change daily or weekly; thus, it falls to the client to manage their reminders and scheduling. If any schedule changes happen, either from Lingual Express's side OR if the student/account payer requests a change, then new links will be sent out to all involved.
- 1.5. Lingual Express will only be closed for Public Holidays and festive seasons. However, any unexpected closure outside of the previously mentioned periods, for whatever reason, will be communicated promptly to all relevant parties.
- 1.6. Teachers are instructed to *wait for 15 minutes* from the start of the lesson for the students to attend the class. Should the student not notify the teacher that they will be attending the lesson late, the teacher will log off after the 15-minute waiting period, and the full lesson will be invoiced and payable.
- 1.7. Students who arrive late forfeit the time missed. No time extension will be given unless arranged before the lesson. Should the teacher be late, this time will be made up at

no extra cost.

- 1.8. There will be no teaching on public holidays (unless a special arrangement has been made in advance, which may incur an extra fee - Please enquire as to the extra fee, if any).
- 1.9. Students and Parents are responsible for purchasing all required learning materials, textbooks, workbooks, and resources prescribed by Lingual Express. Lingual Express will not distribute, scan, photograph, or provide copyrighted materials in any form. Any request for PDFs, images, or copies of copyrighted books will be declined in accordance with applicable copyright legislation. Failure to obtain the required materials may negatively impact progress, for which Lingual Express will not be held liable.
- 1.10. Parents and Account Payers will be invited to join the Lingual Express online platform. It is mandatory for Parents/Account Payers to create and maintain an active platform account to ensure transparent communication, lesson oversight, and participation monitoring. Failure to register may result in suspension of lessons until compliance is achieved.
- 1.11. Parents, Students, and Account Payers are strictly prohibited from approaching Lingual Express teachers privately for lessons, communication, or academic assistance outside the Lingual Express platform. All communication must remain transparent and conducted through official Lingual Express channels. Any circumvention of Lingual Express processes constitutes a material breach of this agreement.
- 1.12. Lessons, credits, or catch-up sessions cannot be carried over from one calendar year to the next. All lessons must be completed within the same academic year, being mid-January to mid-December.

2. CANCELLATIONS

- 2.1. All lesson cancellations must be submitted exclusively through the Lingual Express online platform using the designated cancellation function. Cancellations submitted via WhatsApp, SMS, email, telephone call, or any other method will not be accepted. Failure to submit a cancellation through the platform at least 24 hours in advance will result in the lesson being forfeited and charged in full. If proper notice is given, a catch-up lesson will be arranged based on Teacher and Student availability.
- 2.2. Please Note: Cancellations will not be accepted from students unless the student is the account payer or the account payer gives Lingual Express written permission to accept cancellation notices from the student. Where such permission is granted, the

cancellation must still be submitted through the Lingual Express online platform in accordance with clause 2.1. Lingual Express will not be held liable for any lessons cancelled by the student once the student is authorised by the account holder to do so.

- 2.3. It is the responsibility of the Student or Parent to inform the teacher in a timely manner should there be any school schedule changes, or should the student be absent from attending lessons. Informing the teacher does not replace the formal cancellation requirement in clause 2.1, and any cancellation must still be submitted through the Lingual Express online platform to be valid.
- 2.4. Lingual Express and its Teachers will not be held responsible for school schedule changes that may result in lesson cancellations.
- 2.5. If the cancellation is on the teacher's part, the lesson will be rescheduled by the teacher in advance, or at another time arranged with the student/parent, based on the student's availability.
- 2.6. Should the account holder decide to terminate the lessons, a notice period of one full calendar month starting from the 1st day of the month is required. The notice must be given in writing and sent to accounts@lingualexpress.co.za. There is no cancellation fee. *NOTICE WILL NOT BE ACCEPTED IN THE MONTHS OF NOVEMBER OR DECEMBER.* Lessons will be charged in *FULL*.
- 2.7. **Please note:** Lingual Express Teachers do not have the authority to make any decisions on behalf of Lingual Express, including but not limited to changing schedules, accepting class cancellations, or termination notices.
- 2.8. Please be advised that all inquiries, permanent lesson slot rescheduling or changes, termination notices, and any concerns or compliments must be directed to the relevant Lingual Express department listed in the Contact Details section of this agreement and will be attended to by the relevant parties as soon as possible.
- 2.9. Lingual Express reserves the right to refuse lessons or terminate this agreement with immediate effect where there is a serious breach, safety concern, material misconduct, repeated non-attendance, excessive cancellations, or any conduct that disrupts lessons or violates Lingual Express policies. Where appropriate, Lingual Express may first issue a reasonable warning and opportunity to remedy before termination. Any outstanding fees remain payable upon termination.
- 2.10. Catch-up lessons must be completed within 60 days from the date on which Lingual Express receives the valid cancellation through the Lingual Express online platform. Catch-up lessons not utilised within this period will expire and be forfeited.

Expired catch-up lessons cannot be reinstated or credited.

3. PAYMENTS & FEES

- 3.1. The first month's fee is payable in advance. An enrolment/administration fee of R320 is to be paid upon submission of the enrolment form, in order to reserve your slot.
- 3.2. Fees will be invoiced in advance on the **20th month and are to be paid in advance no later than the 27th of the month.**
- 3.3. Per-lesson payments will NOT BE ACCEPTED.
- 3.4. For the lessons to commence, all required fees must be paid before the start of the first lesson, together with the submission of a correctly completed and signed agreement by the account payer. This must be accompanied by a colour copy of the account payer's I.D. document and proof of residential address as required by FICA.
- 3.5. Late payments will result in a fixed late payment administrative fee of R250 being added to the account for every 30-day period that the account remains overdue. This fee is applied at 14 days overdue and again every 30 days thereafter until the account is settled. This fee is in addition to any collection costs applicable under clause 3.6.
- 3.6. **Please note:** Lessons will be suspended until payment is made in full, including any late payment administrative fees and collection costs. Any lessons missed due to lessons being suspended are forfeited. Should the account be in default or remain unpaid for a period of 60 days, without arrangements having been made between the account payer and Lingual Express, the account will be handed over to **ACCOUNTABILITY** and Lingual Express reserves the right to pursue the account payer for collection of the outstanding amount. The costs of the collection process, as between attorney and own client, will be added to the account holder's outstanding amount. Any payments received will first be apportioned to costs and late payment administrative fees before allocation to the capital amount outstanding.
- 3.7. **NO REFUNDS FOR LESSONS WILL BE GRANTED, EXCEPT WHERE REQUIRED BY APPLICABLE LAW. YOUR ACCOUNT WILL BE CREDITED WITH ANY AMOUNTS DUE AND SET OFF AGAINST FUTURE BILLING, WHERE APPLICABLE.**
- 3.8. To renew this agreement for the following academic year, the Account Payer will be required to pay a renewal deposit by the deadline communicated by Lingual Express in writing. The deposit amount will be communicated before the renewal deadline and, unless otherwise stated in writing, will be credited against the first invoice for the renewed academic year. No new enrolment fee will be charged for renewals. Lingual

Express is not obliged to reserve the Student's lesson slot for the following academic year unless the renewal deposit is paid in full by the stated deadline. Payment of the renewal deposit confirms the Account Payer's intention to renew lessons for the following academic year and acceptance of the applicable fees, timetable, policies, and terms and conditions for that academic year.

4. INTELLECTUAL PROPERTY AND USE OF MATERIALS

- 4.1. All lesson materials, worksheets, lesson plans, recordings, platform content, teaching methods, notes, slides, assessments, resources, communications, and any other academic or administrative content provided by Lingual Express remain the intellectual property of Lingual Express or its licensors, unless expressly stated otherwise in writing. Parents, Students, and Account Payers are granted a limited, non-transferable right to use such materials solely for the Student's personal educational purposes during the course of lessons with Lingual Express.
- 4.2. No Lingual Express material, recording, lesson link, worksheet, platform content, communication, or resource may be copied, reproduced, scanned, photographed, recorded, distributed, uploaded, published, sold, adapted, shared with third parties, or used for any commercial or non-Lingual Express purpose without Lingual Express's prior written consent. Any unauthorised use, copying, sharing, or redistribution of such content constitutes a material breach of this agreement and may result in suspension or termination of lessons, without prejudice to Lingual Express's rights to claim damages or pursue any other remedy available in law.

5. PRIVACY AND PERSONAL INFORMATION

- 5.1. The Parent, Student, and Account Payer acknowledge and consent that Lingual Express may collect, process, store, use, and retain personal information reasonably required for enrolment, billing, lesson administration, communication, academic support, attendance monitoring, platform access, legal compliance, record keeping, and the protection of Lingual Express's rights and legitimate business interests. Such personal information may include names, contact details, identity documentation, proof of address, billing information, student academic information, attendance records, communications, images, voice, video, lesson recordings, and platform activity where applicable.
- 5.2. Lingual Express will process personal information only for lawful, necessary, and

legitimate purposes connected to the provision and administration of its services, and will take reasonable steps to protect such information against unauthorised access, loss, misuse, alteration, or disclosure. Personal information may be disclosed to authorised Lingual Express personnel, teachers, service providers, administrative platforms, debt-collection or legal representatives, and regulatory or lawful authorities where reasonably required. Parents, Students, and Account Payers are responsible for ensuring that their contact, billing, and platform account information remains accurate and up to date.

- 5.3. Personal information will be retained only for as long as reasonably necessary for the purposes for which it was collected, or for any period required by law, contract, accounting, tax, dispute-resolution, or legitimate business record-keeping requirements. Requests relating to access, correction, objection, or deletion of personal information must be submitted in writing to Lingual Express, subject to any legal or contractual basis on which Lingual Express may be required or entitled to retain such information.

6. LIMITATION OF LIABILITY

- 6.1. Lingual Express will take reasonable care in providing its educational services; however, Lingual Express does not guarantee any specific academic result, improvement, examination outcome, school placement, language proficiency level, or performance standard. Academic progress depends on various factors outside Lingual Express's control, including the Student's attendance, participation, preparation, homework completion, revision, learning ability, and support outside scheduled lessons.
- 6.2. To the fullest extent permitted by applicable law, Lingual Express, its directors, employees, teachers, contractors, service providers, and representatives will not be liable for any indirect, incidental, special, consequential, punitive, or economic loss or damage, including loss of opportunity, loss of data, loss of learning time, loss arising from technical failures, connectivity issues, platform interruptions, missed lessons, timetable changes, or reliance on educational guidance, except where such liability cannot lawfully be excluded.
- 6.3. Where Lingual Express is found liable for any claim arising from or connected to this agreement or the provision of lessons, its total liability will, to the extent permitted by applicable law, be limited to the fees actually paid by the Account Payer to Lingual Express for the affected lesson or service giving rise to the claim. Nothing in this

agreement excludes or limits liability where such exclusion or limitation is prohibited by law.

7. GENERAL BREACH AND REMEDIES

- 7.1. If the Student, Parent, or Account Payer breaches any term of this agreement, fails to make payment when due, fails to comply with Lingual Express policies or platform requirements, misuses Lingual Express materials, circumvents Lingual Express processes, repeatedly cancels or misses lessons, or otherwise acts in a manner that materially affects the provision of lessons or Lingual Express's operations, Lingual Express may issue a written notice requiring the breach to be remedied within a reasonable period stated in the notice.
- 7.2. If the breach is not remedied within the stated period, or if the breach is serious, repeated, incapable of remedy, involves non-payment, dishonesty, abuse, harassment, safety concerns, unauthorised use or sharing of materials, unauthorised contact with teachers, or conduct that damages or may damage Lingual Express's rights, reputation, staff, teachers, students, systems, or operations, Lingual Express may suspend lessons, refuse further lessons, terminate this agreement with immediate effect, recover all outstanding amounts, retain any amounts lawfully due, and pursue any other remedy available in law.
- 7.3. Termination, suspension, refusal of lessons, or any other remedy exercised by Lingual Express will not affect the Account Payer's obligation to pay all fees, late payment administrative fees, collection costs, and other amounts due up to the date of termination or suspension, nor will it limit Lingual Express's right to claim damages or enforce any continuing obligations under this agreement.

8. CONTACT DETAILS

For all queries, please contact the relevant department:

8.1. **Accounts:** accounts@lingualexpress.co.za

8.2. **Academic:** principal@lingualexpress.co.za

8.3. **Bookings:** bookings@lingualexpress.co.za

Please read the Informed Consent for Recording Permission Form carefully.

1. I hereby consent for **Lingual Express (Pty) Ltd** to record & use, and/or disclose information about my child through video conferencing and/or recording applications. I understand that

my child is participating in a virtual academic setting and/or an

2. in-person academic setting and that the information collected is a part of the classroom experience currently being utilized. This consent form covers all forms of learning courses.
3. Your child's name, image, likeness, speech, typed or written content, as well as their grade and course information, may be transmitted during recording portions and instruction.
4. The information supplied to the course instructor and/or Lingual Express Language Academy is meant solely for educational, training, and class-related use. These recordings will be available for download so that Lingual Express students can view them online or offline in coordination with their class instruction.
5. Any use of said academic content outside of Lingual Express' course instructor or administrator-approved use, such as uploading or sharing of said recording content to a third-party website, personal website, and/or social media account, is **strictly prohibited**.