

# LATINIX (Pty) Ltd.

## TERMS AND CONDITIONS

### 1. INTRODUCTION

- 1.1 These terms and conditions (“**Terms**”) apply to and are binding on every person who enrolls for, is accepted in and/or successfully completes Instructor Training Programmes (“**Latinix™ Courses**”) as offered from time to time by Latinix (Pty) Ltd. (“**Latinix (Pty) Ltd**”).
- 1.2 All persons taking part in Latinix™ Courses (“**Participants**”) as well as persons that have been certified by Latinix (Pty) Ltd to present Latinix™ classes (“**Certified Instructors**”) agree to be bound by and shall be regarded to have accepted to abide by these Terms, and acknowledge to have read and understood them.
- 1.3 Additional terms and conditions relating to the Latinix™ Courses may be made available on Latinix (Pty) Ltd’s website. All Participants and Certified Instructors should check Latinix (Pty) Ltd’s website for such terms and conditions, and agree to be bound by such additional terms and conditions.
- 1.4 Latinix (Pty) Ltd reserves the right to and may occasionally make any changes to these Terms without notifying the Certified Instructor. Certified Instructors should therefore regularly check Latinix (Pty) Ltd’s website, located at [www.latinix.co.za](http://www.latinix.co.za), so as to ensure that they are familiar with the updated Terms.

### 2. DISCLOSURE OF INFORMATION

Latinix discloses the following information:

- 2.1 Full name and legal status: Latinix (Pty) Ltd. a company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa.
- 2.2 Registration Number: 2013/013512/07
- 2.3 Place of registration: Bloemfontein
- 2.4 Registration date: 29 January 2013
- 2.5 Physical address: 35 Elias Motsoaledi Street, Langenhoven Park, Bloemfontein, 9330
- 2.6 Postal address: P.O. Box 25621, Langenhoven Park, Bloemfontein, 9330
- 2.7 Contact number: 072 480 7766
- 2.8 Website address: [www.latinix.co.za](http://www.latinix.co.za)
- 2.9 E-mail address: [info@dancesation.co.za](mailto:info@dancesation.co.za)  
[latinix.fitness@gmail.com](mailto:latinix.fitness@gmail.com)
- 2.10 Physical address where Latinix (Pty) Ltd will receive legal service of documents:  
35 Elias Motsoaledi Street, Langenhoven Park, Bloemfontein, 9330
- 2.11 Names of office bearers: Cat van der Merwe and Anna Pain
- 2.12 Main description of services rendered by Latinix:

- 2.12.1 Presenting Latinix™ classes to members of the public;
- 2.12.2 Presenting Latinix™ Courses to participants interested in becoming Certified Instructors;
- 2.12.3 Designing and selling Latinix™ branded clothing and fitness accessories.

### **3. ENROLMENT: Face to Face Group Courses and Individual Correspondence Courses**

- 3.1 To enrol for any of Latinix (Pty) Ltd's Latinix™ Courses a person must complete and sign Latinix (Pty) Ltd's registration form, as made available on its website, and send the duly completed registration form together with a copy of the applicant's identity document and proof of payment of the application and registration fee to both email addresses set out in clause 2.9 above.
- 3.2 Latinix (Pty) Ltd will email, the details of the location, dates and times relating to the Latinix™ Courses that it will present to any queries received. Correspondence Courses are available on request, throughout the year.
- 3.3 A Latinix™ Course will only be presented if a minimum number of Participants, as determined by Latinix (Pty) Ltd, register for the Course. If the minimum number of Participants has not been reached, Latinix (Pty) Ltd may postpone the Course until a sufficient number of Participants register for the Course.  
In the case of Correspondence Courses, there is no minimum or limit, due to Individual Registration.
- 3.4 Whilst Latinix (Pty) Ltd will make every reasonable effort to conduct the Latinix™ Courses as scheduled, Latinix (Pty) Ltd nevertheless reserves the right to make changes to the details referred to in clause 3.2 above, and shall communicate all such changes via email. A person who has enrolled for a Latinix™ Course should therefore ensure to check Latinix (Pty) Ltd's website and personal emails, so as to ascertain whether any changes have been made with respect to the Latinix™ Course enrolled for.
- 3.5 A Participant may not transfer their registration for a Latinix™ Course to another person.
- 3.6 A Participant may only cancel registration for a Latinix™ Course based on reasonable grounds acceptable to Latinix (Pty) Ltd or to the extent that applicable law allows the Participant to cancel the registration. Latinix (Pty) Ltd reserves the right to charge a cancellation fee in such an event, to the extent permitted by law. However, should a Participant cancel registration for a Latinix™ Course because of death or hospitalisation of the person for whom, or for whose benefit the booking was made, then such Participant may choose to be refunded or to attend the next available Latinix™ Course.  
In the case of Correspondence Courses, Participant may request extension on cut-off date.
- 3.7 All requests for cancellation envisaged in clause 3.6 as well as any request for postponement of a Participant's Latinix™ Course attendance shall be accompanied by documentary proof acceptable to Latinix (Pty) Ltd.

### **4. CERTIFIED INSTRUCTOR CERTIFICATION**

- 4.1 A person who completes a Latinix™ Course will only officially become a Certified Instructor once Latinix (Pty) Ltd has approved such person as being competent and has issued a Certificate of Certified Instructor to such a person.
- 4.2 A Certificate of Certified Instructor will only be issued to a Participant if:
  - 4.2.1 In case of Face to Face Group Courses:
    - 4.2.1.1 the relevant Participant has already attained the age of 18 (eighteen);
    - 4.2.1.2 the Participant attended every session of the Latinix™ Course for which the Certified Instructor enrolled; and

4.2.1.3 Latinix (Pty) Ltd, in its sole opinion, is satisfied that the Participant has an average understanding and mastery of the exercise and/or dance offered in the Latinix™ Course for which the Participant enrolled.

4.2.2 In case of Individual Correspondence Courses:

4.2.2.1 the relevant Participant has already attained the age of 18 (eighteen);

4.2.2.2 the Participant successfully worked through and completed the Correspondence Training Material and has submitted their final Recording for approval, within 3 months from registration date.

4.2.2.3 Latinix (Pty) Ltd, in its sole opinion, is satisfied that the Participant has an average understanding and mastery of the exercise and/or dance offered in the Latinix™ Course for which the Participant enrolled.

4.3 In case a Participant has been found incompetent, directly after completion of either Face to Face, or Individual Correspondence Course: Point 5.3 of these Terms & Conditions will be directly applicable.

## 5. RIGHTS

5.1 A Certified Instructor who has been presented with a Certificate of Certified Instructor shall have the following rights under these Terms, subject to such Certified Instructor remaining in compliance with these Terms:

5.1.1 lifelong certification as a Certified Instructor;

5.1.2 to publicly appear as an instructor of the Latinix™ Course attended, certified by Latinix (Pty) Ltd;

5.1.3 to teach Latinix™ classes to other people provided that such classes are taught to others in accordance with the provisions of these Terms, Latinix (Pty) Ltd's manual, instructional DVD, method and such other rules as Latinix (Pty) Ltd may publish on its website or inform instructors of from time to time;

5.1.4 to a one year free subscription which will entitle the Certified Instructor to be listed as such on Latinix's website, including Instructor's name & contact detail. Thereafter, any Certified Instructor who wishes to this listing on Latinix's website shall be required to pay the annual subscription fee charged by Latinix (Pty) Ltd for such listing. Should subscriptions not be renewed annually, listing will be changed to only the Instructor's name; and

5.1.5 to use Latinix (Pty) Ltd's trade marks in conjunction with its classes and/or marketing activities related thereto, provided that the use of the trade marks is in accordance with the provisions of these Terms and Latinix (Pty) Ltd's Trade Mark Policy (as amended and updated from time to time).

5.2 Latinix (Pty) Ltd's rights under these Terms shall include, but not be limited to the following rights:

5.2.1 to set certain standards and guidelines for the teaching of Latinix™ classes by Certified Instructors;

5.2.2 to set certain standards and guidelines in order to maintain the quality, safety and standards of service when Certified Instructors present Latinix™ classes;

5.2.3 to set certain standards and guidelines relating to marketing and the use of the Latinix™ certification;

5.2.4 to attend the Certified Instructors classes and make recommendations, including, but not limited to, requiring a Certified Instructor to attend a further Latinix™ Course on specified

subjects or repeating the original Latinix™ Course previously attended by the Certified Instructor, with an aim of improving the classes presented by the Certified Instructor.

5.3 In the event that Latinix (Pty) Ltd, in its sole opinion, is of the view that a Certified Instructor is incompetent, Latinix (Pty) Ltd may suspend such a Certified Instructor's certification until such time as the Certified Instructor has improved their competence to Latinix (Pty) Ltd's satisfaction.

5.3.1 In such a case, the Instructor will have 3 months (90 days), in order to gain the necessary knowledge & experience. The Instructor will then be invited back to the Latinix (Pty) Ltd head office to come and demonstrate their competency, or a Video (complying to all Correspondence Course Video Submission Rules & Regulations) may be submitted. An additional option is for the Instructor to attend a Latinix™ Face-to-Face Weekend Course again at a discounted rate, specified by Latinix (Pty) Ltd at that given time.

5.3.2 Should the Instructor fail to do as mentioned in 5.3.1, Latinix (Pty) Ltd reserves the right to permanently suspend the Certification of the Instructor, or request that Instructor re-attend a full Face-to-Face Weekend Course again, at full price.

## 6. CERTIFIED INSTRUCTOR'S OBLIGATIONS

6.1 A Certified Instructor shall have the following obligations under these Terms:

6.1.1 to, at all times, comply with the provisions of these Terms, Latinix (Pty) Ltd's Trade Mark Policy and such other terms and conditions as Latinix (Pty) Ltd may publish on its website from time to time;

6.1.2 to cooperate with Latinix (Pty) Ltd regarding the collection of certain monitoring and evaluation information relating to the operations and performance of the classes presented by the Certified Instructor;

6.1.3 to provide Latinix (Pty) Ltd with a list of its scheduled Latinix™ classes and allow Latinix (Pty) Ltd to conduct both scheduled and unscheduled visits at such classes;

6.1.4 to present Latinix™ classes in South Africa only, until further notice, and

6.1.5 to demonstrate compliance with Latinix (Pty) Ltd's standards and guidelines relating to the teaching of Latinix™ classes and marketing that incorporates Latinix (Pty) Ltd Intellectual Property;

6.1.6 to clearly communicate to students and other (including on social media and other marketing platforms) that the Certified Instructor has been approved and certified by Latinix (Pty) Ltd to present Latinix™ classes to members of the public;

6.1.7 to devote the necessary time, attention and skill in presenting the Latinix™ classes;

6.1.8 not to do anything that would bring Latinix (Pty) Ltd or its courses into disrepute or otherwise prejudice Latinix (Pty) Ltd's interests, and Latinix (Pty) Ltd may, in its sole opinion, determine whether or not the Certified Instructor has done or may be doing something that brings Latinix (Pty) Ltd or its courses into disrepute or the Certified Instructor does something which prejudices Latinix (Pty) Ltd's interests;

6.1.9 not to publish, record, or display (whether for free or for payment) any Latinix™ classes on the internet or any other medium without Latinix (Pty) Ltd's prior written consent;

6.1.10 not to present any Latinix™ classes if Latinix (Pty) Ltd has suspended a Certified Instructor's certificate;

6.1.11 to use such Latinix's trade marks only in accordance with the provisions of these Terms and Latinix's Trade Mark Policy;

- 6.1.12 not to sell any Latinix™ branded clothing, items or any other material without Latinix's prior written consent;
  - 6.1.13 not to use any profane and/or offensive music when presenting Latinix™ classes;
  - 6.1.14 to maintain the quality, safety and standards of service as may be prescribed and/or updated by Latinix (Pty) Ltd from time to time;
  - 6.1.15 to ensure that Latinix (Pty) Ltd's trade marks are displayed in a conspicuous manner on all communication, notices and all other activities relating to the presentation of Latinix™ classes, subject to compliance with Latinix (Pty) Ltd's Trade Mark Policy;
  - 6.1.16 to ensure that equipment used by the Certified Instructor and the premises where the Latinix™ classes are presented are generally safe and do not present any immediate threat to the safety of the students;
  - 6.1.17 to ensure the safety and welfare of persons attending the Certified Instructor's Latinix™ classes;
  - 6.1.18 to ensure that he/she is competent in first aid treatment;
  - 6.1.19 to obtain sufficient insurance coverage for possible liability that may arise in relation to the classes presented by the Certified Instructor;
  - 6.1.20 if a person attending a Latinix™ class is injured, to ensure that the person receives prompt, proper treatment;
  - 6.1.21 to ensure that the Certified Instructor presents Latinix™ classes personally and not to allow anyone else to present such classes on behalf of the Certified Instructor;
  - 6.1.22 not to train any other persons or instructors in presenting Latinix™ classes;
  - 6.1.23 comply with Latinix (Pty) Ltd's instructions relating to the presentation of classes and the Latinix™ method and system;
  - 6.1.24 to teach live Latinix™ classes only;
  - 6.1.25 to comply with all applicable laws, legislation, regulations, rules and codes of conduct.
- 6.2 When presenting Latinix™ classes, the Certified Instructor shall maintain the integrity of Latinix (Pty) Ltd's dance-fitness method and system strictly, follow such method and system strictly and shall not make any changes to it. The Certified Instructor may not present any dancing classes under the Latinix™ trade mark unless those classes strictly comply with Latinix (Pty) Ltd's method and system. The Certified Instructor may not use the Latinix™ trade mark in conjunction with other dancing classes or methods or combine any aspect of Latinix (Pty) Ltd's method with other styles or methods.

## 7. CPD POINTS

The Face to Face Group Latinix™ Courses and the Individual Correspondence Courses offered and presented by Latinix (Pty) Ltd are currently endorsed by the Register of Exercise Professionals South Africa ("REPSSA"). Accordingly, all Participants who successfully complete a Latinix™ Course are eligible to be awarded 12 (twelve) Continual Professional Development ("CPD") points, if they are REPSSA Registered. The points will be reflected on the certificate issued to the Participant, but Participant themselves should contact REPSSA in order to redeem the CPD points as Latinix (Pty) Ltd does not accept any responsibility in this regard. Despite the provisions mentioned above, Latinix (Pty) Ltd may choose not to renew its annual REPSSA endorsement, in which event Participants will no longer be entitled to CPD points.

## 8. INTELLECTUAL PROPERTY

- 8.1 The Certified Instructor acknowledges and agrees that:
- 8.1.1 all rights, title and interest in and to all of Latinix (Pty) Ltd's trade names, trade marks, designs, know-how, copyright, goodwill, trade dress, trade secrets and such other registered or unregistered trade marks, trade names, right of copyright, symbols, signs, insignia emblems, logos, slogans, certification mark and similar items owned or adopted by Latinix (Pty) Ltd from time to time, including (without limitation) the Latinix™ trade mark, ("**Intellectual Property**") shall at all times be the exclusive property of Latinix (Pty) Ltd;
  - 8.1.2 all improvements to the Intellectual Property, including modification, alteration, substitution, development or change in or to the Intellectual property shall be the property of Latinix (Pty) Ltd and shall be included in the scope of the Intellectual Property;
  - 8.1.3 any new Intellectual Property that is produced by the Certified Instructor shall from the moment of creation thereof be the exclusive property of Latinix (Pty) Ltd ;
  - 8.1.4 the Certified Instructor shall not contest the rights of Latinix (Pty) Ltd in and to the Intellectual Property;
  - 8.1.5 the Certified Instructor shall immediately notify Latinix (Pty) Ltd of any and all infringements or threatened infringements of the Intellectual Property or of any business or other person which appears to be or is attempting to pass itself off as an authorised user of the Intellectual Property which comes to their attention;
  - 8.1.6 the Certified Instructor is not authorised to register any of the Intellectual Property, or any part of it, as its own or as part of any company or entity with which it is associated directly or indirectly;
  - 8.1.7 the Certified Instructor may not register the Latinix™ trade mark, the Intellectual Property or anything similar thereto as an internet domain name;
  - 8.1.8 the Certified Instructor may not use any trade mark which is confusingly or deceptively similar to the Latinix™ trade mark.
- 8.2 Despite any other provision of these Terms, the Certified Instructor's rights to use the Latinix™ trade mark and Latinix (Pty) Ltd's Intellectual Property shall at all times be subject to Latinix (Pty) Ltd's prior written approval, and Latinix (Pty) Ltd may revoke such rights at any time for any reason. The Certified Instructor may not make any use of the Latinix™ trade mark, Latinix (Pty) Ltd's Intellectual Property or any other photos, videos, images, content or other material ("**Materials**") without prior written consent from Latinix (Pty) Ltd.
- 8.3 The Certified Instructor shall use Latinix (Pty) Ltd's Intellectual Property and Material only in the form approved by Latinix (Pty) Ltd. The Certified Instructor may not make any changes to Latinix (Pty) Ltd's Intellectual Property or Materials.
- 8.4 The Certified Instructor shall not conduct any advertising, marketing or promotions in relation to Latinix™ classes or using the Latinix™ trade mark unless Latinix (Pty) Ltd has approved such advertising, marketing and/or promotions beforehand and it complies with Latinix (Pty) Ltd's instructions and standards. The Certified Instructor may not conduct any unlawful, misleading, deceptive or fraudulent advertising, marketing or promotions. The Certified Instructor may not make any unsubstantiated, unlawful or illegal claims in respect of the Latinix™ classes or method.
- 8.5 The Certified Instructor shall not use the Latinix™ trade mark, Latinix (Pty) Ltd's Intellectual Property or Materials in or relating to any social media network or platform unless Latinix (Pty) Ltd has approved such use in writing beforehand.
- 8.6 The Certified Instructor hereby grants Latinix (Pty) Ltd the perpetual, irrevocable, worldwide, royalty free rights to use the Certified Instructor's name, likeness, image, photographs and biographical information in any medium and for any purpose relating to the marketing, advertising and/or promotion of Latinix™ courses or Latinix™ classes or the operation of the Latinix™ Courses, method and system. The Certified Instructor agrees to sign all such documents and do all such things as may be required by Latinix (Pty) Ltd to confirm such rights.

## 9. WARRANTIES

To the extent permitted by law, Latinix (Pty) Ltd does not make any warranties or representations, whether express or implied, in relation to the Latinix™ Courses, the Latinix™ trade mark, Latinix™ certification or a Certified Instructor's success in presenting the Latinix™ classes or being a Certified Instructor. The Certified Instructor shall have no claims against Latinix (Pty) Ltd in this regard.

## 10. INDEMNITY

10.1 The Certified Instructor indemnifies Latinix (Pty) Ltd against all claims, loss, demands, liability, costs and expenses of whatsoever nature sustained by Latinix (Pty) Ltd in consequence of:

10.1.1 use or misuse of the Intellectual Property;

10.1.2 a failure by the Certified Instructor to present the Latinix™ classes in accordance with the standards and guidelines specified by Latinix (Pty) Ltd; or

10.1.3 the breach of any provision of these Terms.

## 11. PERSONAL SAFETY AND LOSSES

11.1 Latinix (Pty) Ltd does not provide any certification in respect of exercise science, and Latinix (Pty) Ltd's manual is not intended to provide medical or healthcare advice. The manual merely gives the exercise, fitness and dance instructions and advice as guidelines for the Certified Instructor to comply with Latinix (Pty) Ltd's standards. The Certified Instructor uses and relies upon Latinix (Pty) Ltd's manual at the Certified Instructor's own risk.

11.2 Latinix (Pty) Ltd assumes no liability for personal injury or property losses to the Certified Instructor or any students attending the Latinix™ classes presented by the Certified Instructor, irrespective of how such injury or losses may have been caused. The Certified Instructor indemnifies and holds Latinix (Pty) Ltd harmless against all claims in this regard.

## 12. BREACH

12.1 Should any Party ("the Defaulting Party") commit a breach of any of the provisions of these Terms, then the other party ("the Aggrieved Party") shall be entitled to require the Defaulting Party to remedy the breach within 10 (ten) Business Days, or any other reasonable time, of delivery of a written notice requiring it to do so. If the Defaulting Party fails to remedy the breach within the period specified in such notice the Aggrieved Party shall be entitled to claim immediate payment and/or performance by the Defaulting Party of all of the Defaulting Party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event, without prejudice to the Aggrieved Party's right to claim damages. The foregoing is without prejudice to such other rights as the Aggrieved Party may have in terms of this Agreement or at law..

12.2 Any termination of these Terms pursuant to the provisions of clause 12.1, shall be without prejudice to any claim which a party may have in respect of any prior breach of the terms and conditions of these terms by the other party.

## 13. SUSPENSION OR CANCELLATION OF CERTIFICATION

13.1 Without prejudice to its Latinix (Pty) Ltd's rights in terms of clause 12 above, Latinix (Pty) Ltd may suspend and/or cancel a Certified Instructor's certificate and Latinix™ certification if:

13.1.1 the Certified Instructor breaches any provision of these Terms, Latinix (Pty) Ltd's Trade Mark Policy or any other terms and conditions as may be made available on Latinix (Pty) Ltd's website from time to time;

13.1.2 the Certified Instructor breaches the provisions of any policy or code of Latinix (Pty) Ltd;

13.1.3 the Face to Face Group Course Participants fails to attend and complete the entire 3 day course.

- 13.1.4 the Individual Correspondence Course Participant fails to submit their final Recording for approval, within 3 months from registration.
- 13.1.5 the Certified Instructor fails to meet Latinix (Pty) Ltd's quality control requirements or fails to attend and complete such trainings, Latinix™ Course and/or other courses as may be determined and requested by Latinix (Pty) Ltd from time to time;
- 13.1.6 Latinix (Pty) Ltd stops presenting the Latinix™ Courses or Latinix™ classes; or
- 13.1.7 the Certified Instructor does anything which, in Latinix (Pty) Ltd's sole opinion, is inappropriate, unlawful or objectionable or harms or prejudices Latinix (Pty) Ltd's interests, trade marks, classes or courses.
- 13.2 In case of Suspension refer back to section 5.3.
- 13.3 In case of late Final Recording submission of a Participant of the Individual Correspondence Course, Latinix (Pty) Ltd reserves the right to charge a penalty fee per month for each month that Recording is submitted after cut-off date. Participant will not receive a Certified Latinix™ Certification until Recordings has been received, reviewed and approved, and all penalty fees are paid in full where applicable. Penalty fees will be calculated pro-rata.
- 13.4 Latinix (Pty) Ltd may cancel a Certified Instructor's subscription to Latinix (Pty) Ltd's website should it come to Latinix (Pty) Ltd's attention that such Certified Instructor is in breach of these Terms, Latinix' (Pty) Ltd's Trade Mark Policy or any other Latinix (Pty) Ltd terms and conditions as may be made available on Latinix (Pty) Ltd's website from time to time.
- 13.5 If Latinix (Pty) Ltd suspends or cancel's the Certified Instructor's certificate or certification, the Certified Instructor shall immediately stop and refrain from:
- 13.5.1 using of the Latinix™ trade mark and all other Intellectual Property of Latinix (Pty) Ltd;
- 13.5.2 using Latinix (Pty) Ltd's materials, manuals and methods;
- 13.5.3 presenting Latinix™ classes; and
- 13.5.4 holding himself/herself out as a Certified Instructor or someone that is certified to present Latinix™ classes.

## 14. GOVERNING LAW

The entire provisions of these Terms shall be governed by and construed in accordance with the laws of South Africa. Furthermore, the parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Free State Division, Bloemfontein in regard to all matters arising from these Terms, provided that Latinix (Pty) Ltd may institute proceedings in any other court of competent jurisdiction, should it wish to do so.

## 15. GENERAL

- 15.1 These Terms, the Latinix™ registration forms, Latinix (Pty) Ltd's Trade Mark Policy and such other terms and conditions as Latinix (Pty) Ltd may display on its website from time to time constitute the entire agreement between the parties in regard to the subject matter hereof.
- 15.2 No party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in these Terms whether it induced the contract and/or whether it was negligent or not.
- 15.3 Changes to these Terms will only be binding if they are in writing and signed by both parties.
- 15.4 If Latinix (Pty) Ltd does not in any way enforce its rights, or does not enforce them on time, it still has those rights and can take legal steps if it wants to. If Latinix (Pty) Ltd extends any time or relaxes any provision, Latinix (Pty) Ltd will not lose its rights to enforce the provision.



- 15.5 A Certified Instructor may not transfer its rights or obligations under these Terms to a third party unless Latinix (Pty) Ltd gives written consent before the time.
- 15.6 The provisions in these Terms can be separated from each other. If any provision in these Terms is not enforceable, the remaining provisions will still remain in force.
- 15.7 No partnership or joint venture is hereby created between the Certified Instructor and Latinix (Pty) Ltd. For the sake of clarity it is specifically recorded that:
- 15.7.1 these Terms do not constitute a Certified Instructor as the legal representative, employee, servant or franchisee of Latinix (Pty) Ltd;
- 15.7.2 these Terms do not constitute the employees of Latinix (Pty) Ltd as being the employees of a Certified Instructor; and
- 15.7.3 a Certified Instructor shall not have the authority to assume any obligation of any kind on behalf of Latinix (Pty) Ltd or to bind or commit Latinix (Pty) Ltd in any way.