

## SECTION 10 : FINANCIAL TERMS AND CONDITIONS

### 1. ACCEPTANCE OF LIABILITY

- 1.1 The person responsible for the account (hereafter the Account Holder) as set out in the standard Application for Admission (hereafter the Application) herewith assumes liability for the account, alternatively binds him/herself as co-debtor and surety for payment of all fees to the School.
- 1.2 The legal guardian, as described in the Application, binds him/herself as surety and co-debtor for the payment of all fees by the Account Holder or any other payments that may arise from this Agreement.

### 2. TERMS OF PAYMENT

- 2.1 It is recorded that fees are determined at the beginning of the month and that the Account Holder is informed of the results in writing.
- 2.2 The Account Holder shall immediately inform the school if he/she has not received an invoice at the start of the academic month.
- 2.3 Fees for 12 (twelve) months are payable monthly in advance by means of debit order on or before the 2<sup>nd</sup> (second) day of each calendar month or annually in advance by 31 December, depending on the fee payment option exercised by the Account Holder in the Application.
- 2.4 The school reserves the right to charge interest of 15% (fifteen per cent) on all accounts that are in arrears by 30 (thirty) days or longer.
- 2.5 Payment of monthly fees is not subject to presentation of a statement. Payments are made in accordance with the application fee structure of the school.
- 2.6 In the event where an existing account is/has not been managed in the proper manner, no further Applications will be considered.
- 2.7 In the event of any one monthly payment not paid on due date, full amount of the annual fees shall immediately become due and payable. In the event of any one terms fees not being paid on the due date for the payment of the term fees, the full amount of the school tuition fees for the entire year shall immediately become due and payable.

### 3. BREACH OF CONTRACT

In the event where the undersigned surety, Account Holder or legal guardian commits a breach of contract of any of the terms of this Agreement, the school may in its sole discretion without notice:

- 3.1 Refuse the child entry to the school's premises until the breach has been remedied; or
- 3.2 Claim damages from the Account Holder and / or the surety and legal guardian; or
- 3.3 Take whatever legal steps that may be necessary.

### 4. GENERAL

- 4.1 This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of the Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill or exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 4.2 No representation, promise, warranty or guarantee other than as recorded in this Application for Admission shall be binding on the parties.

### 5. JURISDICTION

This Agreement is subject to South African law.

### 6. CREDIT INFORMATION

The Account Holder, surety or legal guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the National Credit Act.

### 7. DOMICILIUM

The parties choose as their domicilia citandi et executandi the addresses set out in the Application.

### 8. LEGAL FEES

In the event where the school takes legal action against the Account Holder, he / she will be liable for all legal fees on an attorney client scale, collection costs and commission, interest and tracing fees.

### 9. CANCELLATION

The Account Holder undertakes to give 30 (thirty) calendar days' written notice of termination of the enrolment of a child in the nursery school, failing which the liability be incurred for the full amount of the following month's fees.

The Account Holder undertakes to give full term's written notice of termination of the enrolment of a child in the Primary / High (Sandton combined) school no later than the first day of the term. The notice period serves the full term from the first day to the last day of the term. Payment is required in full for each month that falls within the term, i.e. 4 months payment in full. The account holder undertakes to give the school thirty (30) calendar days written notice of termination of the enrolment of all primary / high (Sandton Combined) school additional services, i.e. aftercare, transport, etc.

The Applicant may not give notice to terminate in the nursery school for the months of November and December. The fees for BOTH months are fully payable. Notice to terminate this agreement for the end of December must be handed in at the office by the beginning of December.

The school shall be entitled to terminate the enrolment of any child under the following circumstances:

Summarily, and with immediate effect, if the child is guilty of an offence which, in the sole opinion of the school, renders his / her continued enrolment at the school impossible, in which event the Account Holder, after deduction of all amounts otherwise owing to the school, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such child.

\_\_\_\_\_  
SIGNATURE OF ACCOUNT HOLDER

\_\_\_\_\_  
DATE

## SECTION 11 : GENERAL INDEMNITY

1. The school, its staff, teachers and the Board of Directors undertake to implement reasonable and generally acceptable measures with regard to the safety and wellbeing of all children, educators and visitors to the school.
2. Due to the nature of the matter, the school, its staff, teachers and the Board of Directors do not accept any responsibility for accidents that may take place in the class or on the school terrain.
3. Each parent is therefore requested to complete this form as proof that you accept the position of the school and the Board of Directors as set out above as well as the risks involved therewith.
4. I, \_\_\_\_\_, being the parent / legal guardian of \_\_\_\_\_ who is enrolled as such and accepted by the school, subject to the terms set out herein, indemnify the school and the Board of Directors for the time being of any losses or damages in general, however they may occur, that I as parent / legal guardian of the above child may suffer as a result of any occurrence whereby the child may be involved, whether as the causing or suffering party, whilst participating in any school's activity, except if such loss or damage arises as consequence of the gross negligence or wilful misconduct of the school or the Board of Directors or any person acting for or controlled by the school or the Board of Directors.
5. In particular, I authorise that the aforesaid child may be involved in all excursions undertaken by his / her group or class during school days as part of his / her learning experience and, where applicable, I agree that he / she may utilise the transport arranged by the school for such excursions. I also indemnify the school and the Board of Directors for any damages or losses that I as parent / legal guardian of the above child may suffer under such circumstances and voluntarily accepts the risks associated therewith, except if such loss or damage arises as a consequence or wilful misconduct of the school or the Board of Directors or any person acting for or controlled by the school or the Board of Directors.

SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_\_

AS WITNESSES:

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

\_\_\_\_\_  
SIGNATURE OF ACCOUNT HOLDER

## SECTION 12 : PERMISSION TO USE PHOTOGRAPHS

I understand and acknowledge that, from time to time, informal photographs are taken of the school's children, and that, insofar as these photographs are placed in the possession or control of the school, these photographs might be used by the school in the electronic and / or printed media, including the school's website, newspaper advertisements, magazine advertisements, brochures, flyers, posters, billboards, banners, flippers and signage on buildings and vehicles, which use will be solely for purposes of marketing the school. As all marketing material of the school portrays excellence, the school will at all times, insofar as the use and publication of photographs are placed in the control of the school, ensure that these photographs are used in good taste.

\_\_\_\_\_  
SIGNATURE OF PARENT / LEGAL GUARDIAN

## SECTION 13 : SURVEY – MARKETING

WHERE DID YOU HEAR ABOUT US? PLEASE INDICATE WITH AN X.

<input type="checkbox"/> BILLBOARD <input type="checkbox"/> PRESENTATION <input type="checkbox"/> FRIEND	<input type="checkbox"/> NEWSPAPER <input type="checkbox"/> BROCHURE <input type="checkbox"/> WEB	<input type="checkbox"/> MAGAZINE <input type="checkbox"/> FLYER <input type="checkbox"/> OTHER / SPECIFY _____	<input type="checkbox"/> RADIO <input type="checkbox"/> EXHIBITION
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PLEASE INDICATE HOW SATISFIED YOU WERE WITH THE SERVICE RECEIVED PRE-ENROLMENT.

VERY SATISFIED   
  SATISFIED   
  DISSATISFIED   
  VERY DISSATISFIED

WAS THE INFORMATION RECEIVED PRE-ENROLMENT:

RELEVANT   
  INFORMATIVE   
  SUFFICIENT

IF NOT, PLEASE PROVIDE FURTHER DETAILS. \_\_\_\_\_  
 \_\_\_\_\_