



Independent Schools Association of Southern Africa

Quality Values Diversity

The person/s whose details appear in Annexure "B", declare that he/she/they are the parent/s or legal guardian/s of the Child/Children, whose details appear in Annexure "A". The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Child to be successfully enrolled and retained at the School.

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of the School, which form part of this Contract. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing.

This Contract contains clauses that appear in similar text style to this notice and which:

- 1. may limit the risk or liability of the School or a third party; and/or***
- 2. may create risk or liability for you; and/or***
- 3. may require you to indemnify the School or a third party; and/or***
- 4. serve as an acknowledgement, by you, of a fact.***

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the School in terms of the Consumer Protection Act.

Please initial to confirm having read information contained on this page.

1. DEFINITIONS

In this contract –

- 1.1. **"Additional Fees"** means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;
- 1.2. **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School from time to time;
- 1.3. **"Child"** means the child or children (of any age) admitted by the School to be educated, whose details appear in Annexure "A1", as well as the Child or Children whose details appear in any subsequent Annexures numbered "A2", "A3" and so on sequentially, as provided for in Annexure "A1";
- 1.4. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.5. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;
- 1.6. **"Deposit"** means an amount of money paid by the Parent/s to the School, which the School may require be increased from time to time as the Child progresses through the grades at the School in accordance with and in proportion to the increase in the fee scales applicable to the Child over the period in question, refundable upon termination of this Contract, less any amounts that the School is legally entitled to recover as a result of such termination or other damage related to a breach of this Contract;
- 1.7. **"Enrolment Fee"** means the fee paid by the Parent/s to cover all the administrative costs involved in registering a Child at the School and which may include an initial contribution to the development and capital costs of the School;
- 1.8. **"Fee"** means any amounts owing to the School for a Child's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
 - 1.8.1. Enrolment Fee;
 - 1.8.2. Deposit;
 - 1.8.3. School Fees; and
 - 1.8.4. Additional Fees;
- 1.9. **"Head"** means the person appointed by the board of governors of the School to be responsible for the day-to-day management

of the School, including anyone to whom such duties have been delegated;

- 1.10. **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in Annexure "B";
- 1.11. **"Parties"** means the Parent/s and the School;
- 1.12. **"Policies"** means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies may include (but need not be limited to) the School Rules; Schedule of Fees; Debtors' Policy; Terms and Conditions of the School, as well as the Code of Conduct and the School's Cautionary and Grievance Procedures for Parents and are available on request free of charge, or on the School's website;
- 1.13. **"School"** or **"we"** means HS Montessori T/A Headstart Montessori Pre-Primary
- 1.14. **"School Fees"** means the money payable by the Parent/s to the School in connection with a Child's education, excluding any Enrolment Fee, Deposit or Additional Fees;
- 1.15. **"School Rules"** means the rules of the School, a copy of which is provided to each Child on entry and is sent to Parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.16. **"Magistrate's Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.17. **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.18. **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those said fees.

2. GENERAL OBLIGATIONS OF THE SCHOOL

- 2.1. ***The admission and enrolment of learners to the School is at the discretion of the Head who may refuse a learner's admission to the School without giving reasons therefor and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.***

- 2.2. For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School. ***Subject to clause 2.1, nothing in this Agreement should be interpreted as a representation or warranty made by the School that your Child will be admitted to and enrolled with the School.***
- 2.3. While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School.
- 2.4. We shall monitor your Child's progress at the School and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by you or by the School at your expense.
- 2.5. ***The parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high quality education to children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for your Child's special educational needs, the School may not offer enrolment with the School or may cancel this contract in terms of clause 9.3.***

3. DISCLAIMERS

- 3.1. ***You acknowledge that the School does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including School clothing, sporting equipment, books, or any other personal possessions) brought on to the School premises by your Child***, unless the School or its staff are in physical possession of that property and damage occurs to that property either because –
- 3.1.1. the School or its staff treated the property as their own; or
- 3.1.2. the School or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to

another person, when handling, safeguarding or using the property

- 3.2. ***Unless you expressly notify us in writing to the contrary, you consent to your Child participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to your Child travelling to and participating in School activities and programmes outside the School. Subject to the School taking reasonable care to avoid harm and save for any gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the School against any claims in that regard.***

4. **PARENT'S GENERAL OBLIGATIONS**

- 4.1. ***You will inform the School in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of the kind referred to in clause 2.5.***
- 4.2. ***In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your Child in his or her studies, and give appropriate support at home; keep the School informed of matters which affect your Child; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where your Child's interests require you to do so.***
- 4.3. ***The Head may in his or her discretion require you to remove or may suspend or expel your Child if your behaviour is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.***
- 4.4. ***The Head may, at his/her discretion, require you to remove or may suspend or expel your Child from the School, if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the Child's removal is in the School's best interests or those of your Child, other children or the wider School community. In this case, you will be asked to remove your Child either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form, as is reasonable under the circumstances. The School will not be required to give you a full term's written notice under these circumstances. Should the Head exercise this right,***

your deposit will be forfeited. However, any prepaid fees will be refunded to you.

- 4.5. **The School rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a child may be expelled or suspended for offences which are not included in these examples. In particular, the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the child or the circumstances of the case otherwise justify such action.**

5. POLICIES OF THE SCHOOL

- 5.1. **You declare that you have read and understood the policies of the School as adopted and published by the School from time to time and agree to abide by these policies.** The School undertakes to make copies of all policies available on request and free of charge, or on the School's website.
- 5.2. You undertake to comply with all the rules and regulations of the School and acknowledge that it is your responsibility to make yourself familiar with the policies.
- 5.3. **You acknowledge that you are responsible for your Child, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that you will ensure that your Child obeys all school rules and policies where they apply to the Child.**

6. ACCEPTANCE AND DEPOSIT

- 6.1. **An offer of a place for a Child at the School is accepted by you signing this contract and (if applicable) paying the deposit and enrolment fee.**
- 6.2. **If, subsequent to entering into this contract, your Child does not take up a place at the School (save for by reason of death or long term hospitalisation) you will not be refunded the deposit or enrolment fee. The deposit and enrolment fee will be kept by the School as a reasonable cancellation fee for your Child's withdrawal, unless and the School, acting reasonably, is able fill the vacancy created by your Child's withdrawal on or before the first day of the first full term for which your Child was to have been enrolled in which case you will be refunded the deposit and enrolment fee, less the School's costs in administering, processing and handling your Child's enrolment (or a reasonable estimate of these costs).**
- 6.3 **If your Child does take up a place with the School, the deposit will form part of the general funds of the School. The School will be entitled to treat the interest generated**

from such deposit as income. The deposit will be refunded to you, without interest, on your Child leaving or, at the School's discretion, credited to you, without interest, for the final payment of the fees or other sums lawfully due by you to the School, on your Child leaving.

7. PAYMENT OF FEES

- 7.1. You have absolute responsibility for the payment of any Fees applicable to your Child attending the School. You also acknowledge that School Fees are payable in advance and that facilities exist for monthly payments. If you are unclear about any of your financial obligations, the School will on request provide a written explanation. Any Fee or other moneys owing by you to the School not paid on or before the due date will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 ("NCA"), or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the School will be entitled to recover from you default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.**
- 7.2. You and/or the Third Party accept the Additional Goods/Services. The School will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. You and/or the Third Party expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with clause 7.1. You and/or the Third Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such Additional Goods/Services.**
- 7.3. You and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationery, books, school tours, outings or any other Additional Goods/Services required by the School to provide your Child adequately with the educational services in terms of this Agreement. Any such Additional Fees will be added to the School account, which will be payable by the end of each term. The School will not accept any up-front cash payments for the payment of the Additional Amounts.**
- 7.4. You confirm that a certificate signed by the bursar, business manager or Head showing the amount owing by you or the**

Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by you or the Third Party, you or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.

- 7.5. **In the event of the Third Party taking responsibility for the payment of the Fees, you by your signature hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the Third Party for payment to the School of any amounts which are owing and may at any time become owing to the School by the Third Party.**
- 7.6. **You also acknowledge that if any instalment on account of a fee which is payable is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by you. No indulgence or grant of time by the School will constitute a waiver of its rights under this contract or otherwise.**
- 7.7. **You are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees annually, termly or monthly, the total costs of which will be set out in a fee schedule and communicated to you on enrolment and in advance of any increase in school fees.**
- 7.8. **You authorise the School to effect a debit order against your bank account to effect the monthly payment of fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in annexure "B".**
- 7.9. **You agree that fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest generated from such funds as income.**
- 7.10. **The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the school fees increase to an amount which you no longer wish to pay, provided that you give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 9.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.**

8. **PROTECTION OF PERSONAL INFORMATION**

- 8.1. ***By entering into this contract, and unless you at any time instruct the School expressly and in writing to the contrary, your consent is given for the School to:***
- 8.1.1. ***collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;***
 - 8.1.2. ***collect, store and process names, contact details and information relating to yourself and your Child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;***
 - 8.1.3. ***include photographs, with or without name, of your Child in School publications, or in press releases to celebrate the School's or your Child's activities, achievements or successes;***
 - 8.1.4. ***supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and***
 - 8.1.5. ***inform any other school or educational institution to which you propose to send your Child of any outstanding fees.***
- 8.2. ***The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.***

9. **TERMINATION AND NOTICE REQUIREMENTS**

- 9.1. ***For the avoidance of doubt, this contract will terminate when your Child completes the School's curriculum three/four year Montessori cycle, unless otherwise terminated on the terms of this contract. This contract therefore has an indefinite term.***
- 9.2. ***You have the right to cancel this contract at any time, for any reason, provided that you give the School a full term's notice, in writing, of this intention before the withdrawal of the Child from the School. Alternatively, a full term's fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should you have elected to pay annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.***
- 9.3. ***The School also has the right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract. At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.***
- 9.4. ***This is without prejudice to the School's other remedies: the School may cancel this contract immediately and has no obligation to return any deposit or pre-paid fees to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from the School requiring you to remedy the breach, and in addition it may claim payment of all moneys then owing and damages equal to one term's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to you any excess above such damages.***
- 9.5. ***For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) –***
- 9.5.1. ***fail to uphold the Policies and/or Rules of the School;***
- 9.5.2. ***fail to pay any Fees when due;***

- 9.5.3. ***fail to fulfil all legal requirements necessary for your Child to attend school in South Africa, if any of these legal requirements apply to your Child, for example, failure to obtain a valid study permit for your Child if he/she is a foreign citizen; or***
- 9.5.4. ***act in such a way that you or the Child become seriously and unreasonably uncooperative with the School and in the opinion of the Head, your or your Child's behaviour negatively affects your Child's or other children's progress at the School, the well-being of School staff, or brings the School into disrepute.***

10. **ALTERNATIVE DISPUTE RESOLUTION**

- 10.1. Any dispute concerning or arising out of this Contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other or others within fifteen days.
- 10.2. If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.
- 10.3. If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by the parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA.
- 10.4. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.
- 10.5. This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

11. **GENERAL**

- 11.1. You choose the residential address set out in annexure "B", as well as Section B of the Enrolment Forms, as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the School to you.

11.2. ***You confirm that all the particulars that you may furnish or that you have furnished to the School on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.***

11.3. ***You undertake to advise the School in writing of any changes to the details included in this contract.***

12. **JURISDICTION AND GOVERNING LAW**

The contract between you and the School is governed by South African law. ***You agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the School in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 10.***

13. **VARIATIONS**

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.

14. **PARTIAL INVALIDITY**

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

It is a condition of attendance at the School that you sign in the space provided. The School Council may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of the School.

SIGNED at _____ on _____ 20

PARENT / GUARDIAN

SIGNED at _____ on _____ 20

PARENT / GUARDIAN

ACCEPTED by the
School at _____ on _____ 20

HEAD

Please initial to
confirm having
read information
contained on this
page.

Alternative clauses 9.1 and 9.2 for a Fixed Term Contract

9.1 This Agreement will be of force and effect for one academic (i.e. calendar) year at a time.

9.1.1 The School shall, not more than 80 (eighty) days and not less than 40 (forty) days prior to the end of the academic year and the termination of this Agreement, notify you in writing of –

9.1.1.1 the fact that this Agreement will expire on the stipulated expiry date;

9.1.1.2 any changes that would apply to this Agreement if it is renewed for a further period or permitted to continue beyond the expiry date; and

9.1.1.3 your right to terminate this Agreement on the expiry date or agree to a renewal for a further fixed period.

9.1.2 The notification in terms of clause 9.1.1, will not be given where your Child is in Grade 12 or where you have given notice to the School that your Child will not be attending the School the next academic year.

9.2 You shall give the School at least 20 business days written notice of your intention to withdraw your Child from the School. The School will charge a reasonable cancellation fee to you for the cancellation of the Agreement. This cancellation fee will in most instances be equal to the Fees payable for the forthcoming term, or as otherwise determined in the sole discretion of the School, taking into consideration the provisions of the Consumer Protection Act in this regard. Where you give the School a full term's advance written notice of intention to withdraw your Child, you not be liable to pay any cancellation fee.

ANNEXURE A1: DETAILS OF THE CHILD

	Name and Surname	Gender (M/F)	Age	ID Number
Child 1				
Child 2				
Child 3				
Child 4				

It is agreed that for each sibling enrolled and admitted to the School after the Child or Children referred to in this Annexure A1, a new annexure will be completed and signed by the Parties, with the same information for each such sibling. These will be Annexures A1, A2 and so on sequentially, and will be deemed to be annexures to the Contract, with all the provisions of the Contract applying to the sibling as a Child in terms of the Contract.

Please initial to confirm having read information contained on this page.

ANNEXURE B: DETAILS OF PARENT / GUARDIAN

	First person responsible for payment of fees	Second person responsible for payment of fees
Title and Surname		
First Name		
Home Address		
Postal Address		
Email Address		
Name of Account Holder		
Name of Bank		
Name of Branch		
Branch Number		
Account Number		
Signature		
Date		

Please initial to confirm having read information contained on this page.