

WHEREAS, the parent/guardian desires to enroll his/her child/ward as a learner in the school;

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DURATION

- 1.1 The LEARNER will be admitted to the SCHOOL for a period of 1 (one) year, commencing on 12th January 2022 and terminating on 10th December 2022.
- 1.2 This agreement will automatically terminate upon the expiry date set out in 1.1 above and there will be no expectation of any further renewal of this agreement.
- 1.3 Factors which may lead to this agreement not being renewed include but are not limited to, the poor behavioral and disciplinary record of the learner, negative conduct of the parent/guardian and the late payment of fees according to the standards defined in the fees and payments policy.

2. FEES

- 2.1 The school fees as set out in the fees and payments policy are payable directly into the school bank account, upon signature of this agreement.
- 2.2 In the event of the school fees not being settled in full upon signature of this agreement, the parent/guardian undertakes to make payment of the school fees on the dates described in the fees and payments policy for the relevant payment scheme. Payments made by bank transfer will only be credited to the learner's account upon receipt of a copy of the deposit slip with the name of the learner clearly legible. The school accepts no liability for deposits which cannot be traced and the onus will rest upon the parent/guardian to ensure that such deposits are traced or alternatively to re-deposit the amount.
- 2.3 In the event of payment not being received by the due date, the learner will be suspended from attending classes after 48 hours. If payment is not received after 30 days the learner will be deregistered and the contract terminated. In addition the school reserves the right to withhold all exam results and the learner's report until such time as the arrear school fees are paid in full. Late payment or not honoring payment agreements will be regarded as a breach of contract.
- 2.4 Interest at the prevailing prime rate and collection costs will be charged on all arrear school fees from the due date until the date of payment.

3. SCHOOL RULES AND REGULATIONS

The parent/guardian acknowledges that he/she has received, read and understands the school rules and regulations. The learner and the parent/guardian will be bound by the rules, codes, policies, procedures and regulations as set out in the school rules and regulations, which documents are included into this agreement and form an integral part hereof. Any serious or persistent contravention of the school rules, codes, policies, procedures or regulations will constitute a material breach of this agreement.

In order to promote an academic and calm atmosphere the parent/guardian agrees that where required it, as well as the learner, will adhere to the school rules and policies and furthermore agrees that if the learner participates in, inter alia, negative political agitation, cyber threats or defamation, internally organized boycotts and stayaways, violent or criminal behavior, gambling, sexual misconduct, drug dealing or drug abuse or alcohol abuse, or accumulates five formal detentions, he/she may be expelled.

4. DAMAGE TO PROPERTY

The parent/guardian agrees, that in the event of the learner damaging any of the school's property or the premises which the school occupies, to pay to the school the costs of repair/replacement of the damaged article/s and/or property.

5. INDEMNIFICATION

The parent/guardian undertakes to complete the indemnity form attached hereto upon signature of this agreement, and this agreement will only come into effect once the indemnity form has been signed by the parent/guardian and returned to the Principal, or such person nominated by the Principal.

6. TERMINATION

- 6.1 In the event of the parent/guardian wishing to terminate this agreement and remove the learner from the school, **3 (three) months' written notice** will be required and all school fees payable as of such date are to be settled immediately. If the school elects, for any reason not related to the expulsion of the learner, to terminate this contract, at least 3 (three) month's written notice will be given after which the parent/guardian must withdraw the learner from the school. Notwithstanding anything to the contrary in this clause, the school will not be required to give notice of termination in instances of expulsion of the learner from the school.
- 6.2 In the event of this agreement being terminated for disciplinary reasons all outstanding school fees as of the date of expulsion will become immediately due and payable on demand.
- 6.3 In the event of the learner being absent from school for 5 or more consecutive or sporadic school days without permission from the Principal, or if school fees are more than 30 calendar days overdue, this agreement will be deemed to have terminated without a further notice period. All outstanding school fees, together with payment in lieu of one months' notice, will be payable to the school on demand.

7. BREACH

In the event of the parent/guardian and/or the learner breaching any of the terms of this agreement the school, without prejudice to any of its rights in law, reserves the right to cancel this agreement and to claim damages from the parent/guardian.

8. JURISDICTION

The parties agree to submit themselves to the jurisdiction of the Magistrate’s Court in respect of any dispute arising out of this agreement.

9. LEGAL COSTS

In the event of the school instituting action against the parent/guardian as a result of a breach of this agreement by the parent/guardian and/or the learner, the parent/guardian will be held liable for such legal costs, including collection commission on an attorney and own scale.

10. DOMICILIUM (RESIDENTIAL AND POSTAL ADDRESSES)

10.1 The parties choose as their respective domicilium citandi et executandi for all purposes of this agreement with respect to all process notices or other documents or communication of whatsoever nature, the following address:

10.1.1 Parent/Guardian: _____
ID Number: _____
Physical address: _____
Postal Address: _____

10.1.2 School: Division JS Portion 31 Kleinwater Farm Emalahleni 1039 Republic of South Africa
Tel: +27 13 591 1730 Fax: +27 86 202 0206 E-mail: info@kleinwater.co.za

10.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing.

10.3 Either party may by notice to the other party, change the physical address of its domicilium citandi et executandi to another physical address in South Africa, or its e-mail address or facsimile number provided that the change shall become effective on the 7th day from the deemed receipt of the notice by the other party.

10.4 Any notice to a party sent:

- 10.4.1 by pre-paid registered post in a correctly addressed envelope to the party at its domicilium citandi et executandi, shall be deemed to have been received on the 7th business day after posting, unless the contrary is proved;
- 10.4.2 by hand delivery to a responsible person during ordinary hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or
- 10.4.3 by e-mail or facsimile to its chosen e-mail address or facsimile number stipulated as its domicilium citandi et executandi shall be deemed to have been received on the date of dispatch, unless the contrary is proved.

10.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice of communication to it, notwithstanding that it was not sent or delivered at its chosen domicilium citandi et executandi, and will include correspondence handed to the learner for delivery to the parent/guardian.

11. ENTIRE AGREEMENT

This agreement embodies the full and entire agreement between parties. No variation, addition or deletion of this written agreement will be of any force or effect unless reduced to writing and signed by all parties hereto. Any concession, oral or in writing, expressed or implied made by the School may not be considered a waiver of the conditions of this agreement.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20
BEFORE THE UNDERSIGNED WITNESS:

PARENT/GUARDIAN

WITNESS

By signing this agreement the parent/guardian accepts that payment of 2 (two) months’ notice is due if the learner is withdrawn or the contract is terminated in terms of clauses 6.1 or 6.3 above.

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20
BEFORE THE UNDERSIGNED WITNESS:

On behalf of Kleinwater College

WITNESS

INDEMNITY FORM

We, the undersigned,

_____ (the Father/Guardian)
and

_____ (the Mother/Guardian)

“Guardian” means Court Appointed Legal Guardian
of

_____ (our child/ward)

Whereas the school and its staff will use their best endeavours to ensure the safety of the child and his/her property we the parents/guardians agree to indemnify them as set out hereunder:

1. In our personal capacities and in our representative capacities as parents/guardians of our child we hereby expressly indemnify and hold harmless:
 - 1.1 Kleinwater College, its staff, assistants or other employees in respect of any liability for any damages or injury or loss of whatever nature suffered by us or our child arising out of any cause whatsoever whilst our child is in the care of Kleinwater College, its staff, assistants or other employees either on or off the school premises.
 - 1.2 Kleinwater College, its staff, assistants or other employees, against whom any claim, including legal costs, in terms of clause 1.1 above, which may arise or be instituted for any reason whatsoever.
 - 1.3 Kleinwater College, its staff, assistants or other employees against any other claims, demands, legal costs and expenses arising out of the actions of our child whilst in the care of Kleinwater College, its staff, assistants or other employees either on or off the school premises.
2. We further consent to and agree that:
 - 2.1 Any staff member or assistant of Kleinwater College may attend to medical care or treatment, of a child where the cause of such treatment is of a minor nature and the supervision of a medical doctor is not reasonably required.
 - 2.2 We undertake to furnish Kleinwater College with our child’s medical history and any other relevant medical information, which we deem to be within Kleinwater College’s necessary knowledge both now, and if there is a change.
 - 2.3 Where medical care and treatment caused by serious injury or illness is required, we consent and give permission to the staff or assistants of Kleinwater College to sign any necessary written consent on behalf of us and/or our child for him/her to be subjected to such medical care or treatment, provided that this will be executed on the advice and under the supervision of a medical doctor. We indemnify and hold Kleinwater College and its staff and Assistants harmless against any claims for injury or other consequences which may result from medical treatment as contemplated in this paragraph. We further irrevocably agree to pay any costs or medical fees in respect of the medication, attention or treatment administered to our child in terms of this clause 2.3

THUS DONE AND SIGNED AT _____ ON THIS _____ DAY OF _____ 20____
BEFORE THE UNDERSIGNED WITNESS:

PARENT/GUARDIAN

WITNESS