

## ANNEXURE A

### PARENT CONTRACT TERMS AND CONDITIONS

#### 1 DEFINITIONS

In these *Parent Contract Terms and Conditions*

- 1.1 **Child** means the *Child* enrolled at the *School*, whose details appear herein;
- 1.2 **Codes of Conduct** means the rules approved from time to time by the *School* with which all pupils and *Parents* are required to comply, for proper management, safety and good discipline. These *Codes of Conduct* form part of the *Policies* of the *School* and include the Headmaster's Regulations and such other *Policies* as may be issued by the *School* from time to time;
- 1.3 **Contract** means the *Parent Contract* to which these *Parent Contract Terms and Conditions* are attached and form an integral part;
- 1.4 **Consumer Protection Act** means the Consumer Protection Act, 2008 (Act No. 68 of 2008);
- 1.5 **Extras** means the goods or services, in addition to tuition, that the *School* provides for the benefit of your *Child* to provide adequately for educational activities, extra-curricular activities, after-care facilities or special educational needs, such as compulsory attendance at the wilderness school, run by the *School*;
- 1.6 **Fees** means the total *Fees* payable by you in respect of your *Child's* enrolment at the *School*, as set out herein, which *Fees*, or any component thereof, may be varied by the *School* from time to time;
- 1.7 **Head or Headmaster** means the person appointed by the *School* responsible for the day-to-day management of the *School* in that position, including anyone to whom the *Head* delegates these duties;
- 1.8 **Parent** means both the parent or parents of the **Child**, and for purpose of the **Codes of Conduct**, includes the **Payer / s**;
- 1.9 **Payer / s** means the person / s or entity responsible for paying some or all of the *Fees*;
- 1.10 **Policies** mean the rules and principles adopted by the *School* to regulate the day-to-day running of the *School*. The *Policies* include the *Codes of Conduct*, the Headmaster's Regulations and other *Policies*, including the *Parent's Code of Conduct*, the *School* adopts from time to time and can be found on the *School Website*;
- 1.11 **POPI** means the Protection of Personal Information Act, 2013 (Act No. 4 of 2013), or any substitute legislation having the same legal effect;
- 1.12 **School** means St. John's College from Remove to Upper V, the Sixth Form, St John's Preparatory School, St John's Pre-Preparatory School and the Bridge Nursery School and includes, as the context requires, the wilderness school run by the *School* and the *School's* after-care facilities;
- 1.13 **School Website** means the website of the *School* situated at [www.stjohnscollege.co.za](http://www.stjohnscollege.co.za);
- 1.14 **Term** means one of the three teaching blocks into which the *School's* academic year is divided, being the Easter Term, the Trinity Term and the Michaelmas Term; and
- 1.15 **Third party** means a person or organisation other than you or the *School*.

## 2 YOUR DUTIES

### 2.1 **Payment**

2.1.1 You, or the *Payer/s*, are required to pay the *Fees* set out herein on the terms and subject to the conditions set out in these *Parent Contract Terms and Conditions*.

### 2.2 **Your duties**

2.2.1 To fulfil the *School's* duties to you, we need your co-operation. In addition to the specific duties set out in this *Contract*, you must:

2.2.1.1 encourage your *Child* in their studies and other *School* activities, and provide appropriate support at home; and

2.2.1.2 keep us informed of matters that affect your *Child*; and

2.2.1.3 attend *School* and parent meetings; and

2.2.1.4 maintain a courteous and positive relationship with our staff; and

2.2.1.5 communicate appropriately, politely and in good time; and

2.2.1.6 adhere to and act according to and as required in terms of all the *Codes of Conduct* applicable to you and specifically the *Parent Code of Conduct*; and

2.2.1.7 Other than for *Contract* withdrawal purposes the *School* will assume that any instruction, authority, request, or prohibition received from one *Parent* is from both of you and any communication from the *School* to one of the *Parents* is regarded as having been given to both *Parents* and the *Payer/s*, as the circumstances require.

### 2.3 **Compliance**

2.3.1 You must make sure that you and your *Child* comply with the *Policies* and any other provisions that may form part of the *Codes of Conduct* from time to time. These embody the rules approved by the *School* that we require parents and pupils to obey for proper management, safety and good discipline, both in and outside the *School*. A copy of the *Codes of Conduct* is given to each *Child* when entering the *School* and is also sent to you when your *Child* is offered a place at the *School*. You and your *Child* will be informed of any changes that the *School* makes to the *Codes of Conduct* from time to time, and copies will be made available on the *School Website*.

2.3.2 It is a condition of remaining at the *School* that your *Child* complies with the Pupil Code of Conduct as amended from time to time. In particular, you undertake to ensure that your child attends *School* punctually and that your *Child* conforms to such rules of appearance, dress and behaviour as will be issued by the *School* from time to time. The *School* may undertake drugs testing of pupils in accordance with its Substances Abuse Policy. The Substance Abuse Policy has been adopted with the aim of safeguarding the health and safety of all pupils.

2.3.3 You grant permission for your *Child* to utilise the computer facilities at the *School* including the Internet and e-mail in accordance with the School Information Technology (IT) Policy. The *School* may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We do this for various reasons, including compliance with the *Codes of Conduct* or where it is appropriate for the *School* to do so (or indeed necessary) in connection with the *School's* legal and/or other duties and responsibilities or other legitimate good practice requirements.

2.3.4 You understand that remote / distance / virtual learning and meetings may be required at times and / or throughout the term of this *Contract*. Accordingly, you agree to:

- 2.3.4.1 adopt and implement remote / distance / virtual learning measures, if so directed by the *School*;
- 2.3.4.2 ensure that your *Child* attends and participates in virtual classrooms and meetings;
- 2.3.4.3 obtain and maintain, or secure access to, high-speed internet and equipment necessary to facilitate and implement such remote / distance / virtual learning and meetings;
- 2.3.4.4 accept that the *School* has the right to amend or suspend this *Contract* for any reason, circumstance, or event beyond the *School's* control, or arising from unforeseen expectations that may require different interventions, including but not limited to the following: continuation of and / or effects of the COVID-19 pandemic; reduced enrolment; any other pandemic, epidemic, or other biological contagion emergency; any other public health situation; statutes or regulations of public authorities; war; riot; flood; casualty to the *School's* physical facilities; and / or closing of the operations of the *School* by a national, provincial or local government or the *School* itself. In the event that this *Contract* is amended or suspended pursuant to this provision:
- 2.3.4.4.1 the *School* shall provide written notice to you as soon as practicable;
- 2.3.4.4.2 such amendment or suspension shall not constitute a breach of this *Contract*; and
- 2.3.4.5 the *School* shall not be responsible to you for any loss resulting from the amendment or suspension, or any failure to perform any terms or conditions of this *Contract*, except that the *School* shall use its reasonable endeavours to enable your *Child* to complete the academic year through the implementation of remote / distance / virtual learning measures or alternative appropriate teaching methods.
- 2.3.5 **The Head may decide to suspend or expel your Child from the School for failure to comply with the Codes of Conduct. The Codes of Conduct which incorporate the Headmaster's Regulations give examples of the type of offences that may lead to a Child being suspended or expelled. The examples are not a closed or complete list. A Child may be suspended or expelled for offences that are not included in the examples, or for lesser offences where previous misbehaviour or the circumstances of the case otherwise justify the action. Before expelling any Child, the School will always follow an appropriate disciplinary process.**
- 2.3.6 A breach of the *Codes of Conduct* applicable to *Parents*, and specifically the Parent Code of Conduct, can also result in the termination of this *Contract*.
- 2.3.7 Your *Child* may not attend the *School* unless there is a current, valid and binding *Contact* between you and the *School*.
- 2.3.8 **If your Child is suspended following a disciplinary process, you must remove your Child from the School, either immediately, or at a date specified by the Head depending on what the Head considers reasonable in the circumstances.**
- 2.3.9 **In cases where a disciplinary process is contemplated but not yet started, the Head may suspend your Child from the School pending the outcome of that disciplinary process. This suspension might be for any reason that the Head considers reasonable in the circumstances, for example, to avoid aggravating a difficult situation, or to protect witnesses (of which your Child may be one). You must then immediately remove your Child from the School from the date specified by the Head.**
- 2.3.10 **If your Child is expelled following a disciplinary process, you must remove your Child from the School, either immediately, or at a date specified by the Head depending on what the Head considers reasonable in the circumstances.**

2.3.11 **The School does not have a duty to give you a full Term's written notice if your Child is expelled or suspended. Your deposit will be forfeited to the School and the Term's fees for the Term in which your Child is expelled shall become immediately due, owing and payable, without notice, if your Child is expelled. Fees paid in advance for the next Term or Terms after expulsion will be refunded after all amounts due to the School have been settled, by set-off or otherwise. All Fees remain owing and payable during any suspension of your Child.**

## 2.4 **Special needs**

2.4.1 You understand that pupils with special needs sometimes require specific facilities and resources. You have a duty to tell us in writing, as soon as possible, if your Child has any special needs. These needs may be due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need. All information provided by you in this regard will be treated in the manner set out in clause 5.1.

2.4.2 If the Head's reasonable opinion is that for any reason we cannot, or can no longer, provide adequately for your Child's special needs, the School may cancel this Contract on the basis set out in clause 6.

## 2.5 **Outside hours**

The School will advise you of the finishing times of all School activities. You accept that you are responsible for your Child after the finishing times of any School activity whether or not they are on School premises. You are urged to collect your Child as soon as possible after the completion of their School activities and not to leave your Child on the School premises after dark other than where such activities so require.

## 2.6 **Property**

**You and your Child are responsible for taking care of your Child's property. You accept that the School is not responsible for the loss, theft, damage or destruction of any property your Child brings onto the School premises. This includes School clothing, sports equipment, musical instruments, books, bags, smartphones, mobile phones, headphones, tablets, games, consoles or any personal possessions. We are responsible for such property only if we or our staff take physical possession of it and the loss, theft, damage or destruction happens because we or our staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for taking care of property belonging to another person, when handling, safe-guarding or using the property.**

## 2.7 **Intellectual Property**

The School retains ownership and all right, title and interest of whatever nature in the material supplied to you or your Child, in any format, including electronic, and / or user manuals, training materials, all computer programs, routines, structures, layout, report formats, together with all subsequent versions, enhancements and supplements to such programs, all copyright rights (including both source and object code) and all oral or written information relating to the materials conveyed to you or your Child pursuant to this Contract which is not generally known or available to the public and which gives the School an advantage over their respective peer schools who do not know or use such information (hereinafter collectively referred to as "Teaching Materials"), and all other forms of intellectual property of whatever nature is and shall remain the sole and exclusive property of the School. No Teaching Materials may be downloaded or reproduced for use other than as intended by this Contract and such Teaching Materials may not be on-sold. The School asserts copyright, where appropriate, in and to such Teaching Materials.

## 2.8 **You**

2.8.1 The *Head* may in his or her discretion require you to remove or may suspend or expel your *Child* if your behaviour or that of your employees or agents is in the reasonable opinion of the *Head* so unreasonable as to affect or likely affect the progress of your *Child* or of another child (or other children) at the *School* or the well-being of the *School* staff or to bring the *School* into disrepute. The *Head* may exercise this discretion provided that it is in the *Head's* reasonable opinion in the best interests of your *Child* and / or any other child (or children) at the *School* to do so and after compliance with the following procedure:

2.8.2 a written warning that your behaviour constitutes behaviour contemplated in clause 2.8.1 and that you are to desist from engaging in such behaviour will first be given to you:

2.8.2.1 should your behaviour persist, or you engage in similar behaviour in the future, you will be required to attend a meeting with the *Head* and / or the relevant head of department to discuss your behaviour and the effect thereof on the best interests of your *Child* and the other children at the *School*. You will not be entitled to legal representation at such meeting and must appear in person;

2.8.2.2 should you fail to attend a meeting contemplated in clause 2.8.2.1, or persist in the type of behaviour contemplated in clause 2.8.1 after attending such meeting, your conduct will constitute a material breach of this *Contract* and the *Head* may take any action contemplated in clause 2.8.2 and / or clause 2.9;

2.8.2.3 should you dispute any such action that has been taken, you are entitled to avail yourself of the dispute resolution provisions of clause 7.

## 2.9 **Your Child**

The *Head* may, at his / her discretion, and after compliance with the *School's* relevant disciplinary procedures, rules and *Policies* (where applicable), 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*, if it may be reasonably expected to impact on the *School*, is associated with the *School* in any way or brings the *School's* good name into disrepute) is seriously unsatisfactory and in the reasonable opinion of the *Head* the *Child's* removal is in the best interests of your *Child*, other children at the *School* 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 a 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.

## 3 THE SCHOOL'S DUTIES

### 3.1 **Skill and care**

3.1.1 While your *Child* is enrolled at the *School*, the *School* undertakes to exercise reasonable skill and care for your *Child's* education and well-being. The undertaking applies during *School* hours and at other times when your *Child* has our permission to be on *School* premises or is participating in activities organised by the *School*.

3.1.2 **The parties take cognisance of the fact that children at the *School* are expected to participate in all aspects of *School* life, including religious worship and instruction. In this regard, you acknowledge that the *School* is an independent Diocesan school, a Christian school, based on the Anglican tradition, and all pupils enrolled at the *School* are required to respect and adhere to this Christian ethos. This includes appropriate participation in divinity instruction and attendance at assemblies, Chapel services and**

religious instruction. You also acknowledge, agree and understand that the *School* does not permit the wearing of any apparel or dress other than as permitted in terms of the *School* rules of appearance, dress and behaviour as will be issued by the *School* from time to time. The *School* will neither reschedule tests / exams and / or sporting fixtures to accommodate individual religious, cultural, ritual or symbolic practices nor condone absence from compulsory participation in extra-curricular activities as a result thereof.

3.1.3 Unless you write to us in advance, with the specific purpose of withholding your consent, you are deemed to have consented to your *Child*:

3.1.3.1 taking part in supervised *School* activities and excursions. These activities and excursions include the wilderness school run by the *School* and other excursions and tours away from the *School* and may include contact sports and sports or activities involving some risk of physical injury; and

3.1.3.2 travelling or walking to and from supervised *School* activities or excursions that take place off *School* premises;

and to understand, that such a withholding may entitle the *School* to cancel this *Contract* on the basis set out in clause 6.

3.1.4 The *School* will take reasonable care to avoid loss, damage, injury or death to your *Child*. The *School* is not responsible for any loss, damage, injury or death that results from your *Child's* taking part in these activities or excursions, unless the *School* is so careless that it could be taken to have intended the harm. You accept the legal responsibility for any claims for loss, damage, injury or death that may result from your *Child's* taking part in these activities or excursions.

3.1.5 In addition to the provisions of clause 3.1.4, you acknowledge that you may be required to submit additional indemnity forms to the *School* in respect of specific excursions or activities arranged by the *School* from time to time. Notwithstanding the requirement of the *School* for a specific indemnity in respect of each such excursion or activity, as a precondition for your *Child's* participation in such excursion or activity, you nonetheless indemnify the *School* and hold it harmless against any loss, damage, injury or death that may result from your *Child* taking part in these excursions or activities in the absence of a specific indemnity.

### 3.2 **Reporting**

We monitor your *Child's* progress at the *School* and produce regular written reports. We will let you know if we have any concerns about your *Child's* progress. However, we do not have a duty to diagnose any learning disability or other condition which may affect your *Child*. We will, wherever possible, arrange a formal assessment of your *Child* by an appropriate expert, on your request and at your cost.

## 4 **FEES**

### 4.1 **Introduction**

4.1.1 Set out below is the basis on which *Fees* are charged by the *School* and your obligation as *Parent*, *Guardian* or *Payer*, to pay such *Fees*.

4.1.2 The *Fees* are payable by the *Payer* / s. It is the *Payer's* sole responsibility to ensure that the *Child* informs the *Payer* / s of any *Extras* incurred by the *Child*.

- 4.1.3 Each *Parent* who signs this *Contract* is liable for and must ensure that all of the *Fees* and *Extras* due are paid to the *School*. This is because our *Contract* applies to both of you together and / or each of you on your own.
- 4.1.4 Each of you remains liable to the *School* for all the *Fees* and *Extras* due unless and until the *School* has expressly agreed in writing with each of you to look to any other person for payment of the *Fees* and / or *Extras*. Each person who signs the *Contract* has an individual responsibility to ensure that, between them, the *Fees* and *Extras* owing to the *School* are paid. In practice, this means that if the *Fees* or *Extras* have not been paid to the *School* then, in order to recover the outstanding payments, the *School* can seek payment of the full amount outstanding from either or both *Parent*.
- 4.1.5 Even if you have nominated a *Third party* to pay the *Fees*, each *Parent* remains responsible to pay the *Fees* if they are not received from the *Payer / s*. By signing this *Contract*, each *Parent* accepts personal responsibility for payment and guarantees payment of the *Fees* should the *Payer / s* fail to pay. Your liability as guarantor is a principal one and to the extent applicable, you hereby waive the defences of excussion, no value received and no cause of action.
- 4.1.6 If your *Child* has been awarded a scholarship / bursary, your liability will be for the amount of the *Fees* due after taking account of that award. An award may be withdrawn if, in the opinion of the *Head*, your *Child's* attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the *Fees* due in respect of a *Term*, which has already commenced. Where it appears likely to the *Head* that, for whatever reasons, an award may be withdrawn from your *Child*, you will be notified in advance. If, within 14 days following the withdrawal of a scholarship / bursary, a *Child* is withdrawn from the *School*, no *Fees* in lieu of notice will be payable. Should a scholarship / bursary be lost, reduced or withdrawn the *Fees* payable by you are those then notified to you by the *School*.
- 4.1.7 A bursary and / or discount may be withdrawn or reversed in the sole discretion of the *School* in the following circumstances:
- 4.1.7.1 any fees due, owing and payable are not paid on or before the due date;
- 4.1.7.2 this *Contract* is terminated or suspended, or your *Child* is suspended or there is an adverse finding against your *Child* following a disciplinary process; or
- 4.1.7.3 the *Contract* is cancelled.
- 4.2 **Types of fees**
- 4.2.1 There are four types of *Fees* payable, all of which individually or collectively are *Fees*, and you may be responsible to pay, namely:
- 4.2.1.1 a Deposit / s;
- 4.2.1.2 Levies, made up of a Development Levy, Security Levy, PA Special Projects Levy, Rowing Levy, if applicable, or a special levy approved by the *School*;
- 4.2.1.3 Tuition or Boarding Fees, or both; and
- 4.2.1.4 Extras.
- 4.2.2 These are collectively referred to as the *Fees*. The *Fees* Schedule and details of how it works, are available on the *School Website*.
- 4.2.3 The *School* will issue an annual *Fee* letter to you requiring you to elect the method and frequency of payment of the *Fees* that works best for you.

4.2.4 For the Upper V and Upper 6 *School* years the School reserves the right on 2 (two months) written notice to accelerate the frequency of the payment of the *Fees* so that all *Fees* for those *School* academic years must be paid in full before the end of the second term.

4.2.5 The Deposit:

4.2.5.1 Shall be increased and topped-up at the beginning of each *School* academic year and is refundable unless agreed otherwise at the time of making the first Deposit payment.

4.2.5.2 A *Payer / s*, in good standing, may, after the *Child's* last *Term* at the *School*, request the *School* to transfer the Deposit to another *Child's* account.

4.2.5.3 A boarding Deposit, equal to one term's boarding fees, is payable for all Sixth Form boarding pupils. All boarding Deposits are only refundable after all sums due to the *School* have been recovered after your *Child's* last *Term* at the *School*.

4.2.5.4 The *School* does not pay interest on any Deposit held by it.

4.2.5.5 The Deposit is not refundable if your *Child* does not take up a place at the *School* (except where the *School* fills the vacancy created by your *Child's* withdrawal in which case the *School* will refund the Deposit less its costs in administering your dealings with the *School* or a reasonable estimate of those costs). Where applicable, the *Fees* will not take into account any scholarship or bursary awarded to your *Child* and you acknowledge the independent school sector practice and agree that the forfeit of the Deposit is a reasonable cancellation charge for your *Child's* withdrawal in the circumstances.

### 4.3 **Payment**

#### 4.3.1 **Your payments**

4.3.2 **All amounts legally due to the *School* shall be deducted from the Deposit. The Deposit, if refundable, is only refundable on the terms set out herein and after all sums due to the *School* have been recovered after your *Child's* last *Term* at the *School*.**

4.3.3 The different levies are:

4.3.3.1 Development Levy - a levy for the *School's* capital development and maintenance.

4.3.3.2 Security Levy - a levy for maintaining security in and around the *School*.

4.3.3.3 PA Special Projects Levy - a levy used by the Parents' Association to improve the *School's* facilities.

4.3.3.4 Rowing levy – a levy for the additional costs associated with rowing and charged to the accounts of all rowing pupils in the Easter and Michaelmas terms.

4.3.4 The Tuition and Boarding *Fees* – are fees used to cover the costs of your *Child's* education and board and lodging.

4.3.5 **The *School* will, as far as reasonably possible, advise you before providing *Extras*. You accept that the *Extras* form part of the *School's* standard offering and that you have specifically agreed to their being provided. This means that they are not unsolicited. This applies even where at the time of signing this *Contract* it was not reasonable or even possible to specify every one of the *Extras* that the *School* might provide or your *Child* might consume in a *School* year. You and the *Payer / s* accept delivery of the *Extras* and the responsibility to pay for them. The costs of the *Extras* will be added to your *School* account and must be paid on thirty days.**

4.3.6 Examples of *Extras* include, but are not limited to:

4.3.6.1 *School* tours, extra-curricular activities, textbooks, and stationery;



- 4.3.6.2 clothing or items purchased from the School Shop;
- 4.3.6.3 books and stationery purchased from the School Book Room;
- 4.3.6.4 tickets in respect of *School* fundraising and other initiatives, which you or your *Child* may acquire from the *School* (such as the Easter Rugby Festival).
- 4.3.7 The amount, payment method and payment due dates are set out in the Fees Schedule which is sent to you with the Fee Letter each year. It is also available on the *School Website*.

#### 4.4 **Dates of payment**

- 4.4.1 The *Payer / s* must pay the *Fees* on or before the dates set out in the payment election form attached to the "Annual Notice of Fee Increase and Fee Schedule" letter. That letter and election form are deemed to be an integral part of these *Parent Contract Terms and Conditions* as if specifically incorporated herein.
- 4.4.2 At your *Child's* first enrolment at the *School* **and** by the 20<sup>th</sup> of November of each year, you must elect to pay the *Fees* annually, termly or monthly.

#### 4.5 **Methods of payment**

- 4.5.1 You must pay the *Deposit* by EFT to our bank account by the date given or as provided for in your offer or acceptance letter. In the absence of an offer or acceptance letter, the deposit must be paid within seven ("7") business days after you have signed this *Contract*.
- 4.5.2 If you pay the *Fees* annually, you must pay by EFT. Full payment must be made to our bank account by the last business day in January.
- 4.5.3 If you pay the *Fees* termly, you may pay by EFT or debit order. Full payment is due in advance by the first day of each *Term*. If you wish to pay by debit order, a debit order form must be completed and handed in to the Fees Office at the *School*.
- 4.5.4 If you pay the *Fees* monthly, you must pay by debit order. Full payment is due by the first business day of each month from February each year and the final debit order in December may be increased to recover any charges that are still outstanding at the end of the academic year. A debit order form must be completed and handed in to the Fees Office at the *School*.
- 4.5.5 The above represent the only payment options available to the *Payer*. The payment of *Fees* may not be split between the parents and the *Payer / s* unless expressly otherwise agreed to by the *School* in writing.
- 4.5.6 The *School* does not accept cash payments.

#### 4.6 **Increases**

- 4.6.1 **The *School* reviews the *Fees* from time to time and may increase them by an amount which it considers reasonable. Increases are announced at the end of the year for the next year.**
- 4.6.2 You have a right to cancel this *Contract* if the increase in *Fees* is to an amount which you no longer wish to pay. If you do cancel for this reason, you will not lose your *Deposit* or any *Fees* you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven days of receiving the notice of increase. If you cancel after the seven days, then you must either give a full *Term's* notice or pay a full *Term's Fees* instead of notice.

#### 4.7 **Early payment**

You agree that we may deposit any *Fees* you pay in advance and hold them in terms of the *Consumer Protection Act, 2008 (Act No,68 of 2008)*. We have the right to treat interest generated

from the deposited *Fees* as income for the *School*. This means that if we do refund *Fees* you have paid in advance for any reason, that we will not pay you any interest on the *Fees*.

4.8 **Late payments**

You accept that if any *Fee* is paid late, you are responsible to pay the full amount of all *Fees* you then owe to us, immediately. If you ask, we may decide to accept a late payment and continue to allow you to pay in instalments. However, this decision is ours alone and if any latitude is granted, it does not mean we must grant it for other late payments. Any payment received is allocated to the oldest amount owed and as between different *Contracts*, to either the largest amount owed or the oldest, in the *School's* discretion.

4.9 **Interest**

We may add interest to any overdue *Fees*. The rate of interest will be the maximum rate of interest permissible. We alone may decide to charge a lower rate of interest. If you do not pay the interest by the last day of the month to which the interest applies, we will add interest to the amount due in the following month. The same interest rate will apply.

4.10 **Exclusion for non-payment**

The *School* reserves the right to exclude your *Child* from the *School* if the *Fees* are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to appeal to the *School* will not normally arise. The *School* may also withhold permissible information, privileges or property while *Fees* are unpaid but will not do so in a way that may prejudice the legitimate rights or interests of your *Child*. A pupil who has been excluded at any time when *Fees* are unpaid will be deemed to have been withdrawn from the *School* without notice, with effect from the twenty-eighth day after exclusion. A *Term's Fees* in lieu of notice will then be payable in accordance with the provisions about notice in this *Contract*.

4.11 **Exclusion for poor payment performance**

4.11.1 The *School* shall be entitled to cancel this *Contract*, subject to clause 6.4, if there is a history of poor payment performance on the *School* account, in that if the *School* account is either not settled in full on due date or payment of the full amount is consistently late, you will be deemed to have a poor payment score ("PPS") as set out below.

4.11.2 If you pay the *Fees* annually then you will be deemed to have a PPS if you pay the *Fees* more than 90 ("ninety") days late in any academic year. If you pay the *Fees* termly then you will be deemed to have a PPS when you pay the *Fees* more than 60 ("sixty") days late on 2 ("two") occasions within any academic year. If you pay the *Fees* on a monthly basis then you will be deemed to have a PPS when you pay the *Fees* more than 30 ("thirty") days late on three occasions within any academic *School* year.

4.12 **Costs**

The *School* shall also be entitled to recover:

4.12.1 Late payment administration costs (called default administration costs); and

4.12.2 Collection costs; and

4.12.3 Legal costs on the attorney-and-own-client scale; and

4.12.4 Collection commission; and

4.12.5 Reasonable cancellation charges.

4.13 **Demand**

If any *Fees* or money is owed to the *School* ("the debt") at any time during or after the duration of this *Contract* and is in arrears, you must pay the debt when we demand it. We will give you a letter of demand which will show the amount of the debt. You accept that the letter of demand is sufficient evidence, without further explanation, of the amount of the debt and the date by when the debt is due. If you dispute the amount of the debt or the date by when you must pay, you must prove that the amount is not due and owing or that it is not owing by the date shown in the letter of demand. Irrespective of any dispute you are obliged to pay the Boarding and Tuition component of the *Fees* immediately on demand.

4.14 **Early default**

*Fees* due for the last *Term* of Upper V or Upper VI and not paid when due constitutes a material omission constituting a breach of your contractual obligation to the *School* which shall entitle the *School* to 1) immediately deduct the Deposit, which shall then be forfeited by you 2) recover the shortfall in *Fees* then due, and 3) on notice to you, levy a penalty in an amount equivalent to the Deposit so forfeited. The *Fees* shortfall and the early default penalty are payable on demand.

4.15 **Reporting**

When we are compelled to demand payment from you we may elect, but are not obliged, in our sole discretion, to: 1) act in accordance with sections 129 and 130 of the National Credit Act, 2005 (Act No. 34 of 2005) ("NCA") and its Regulations, and / or 2) act in accordance with Regulation 19(4) of the NCA and its Regulations by supplying adverse information to credit bureaux within 20 (twenty) days of delivery of the notice required in terms of section 129 of the NCA. "Adverse information" includes, adverse classifications of consumer behaviour, which includes descriptions such as "delinquent", "default", "slow-paying", "absconded" and/or "not-contactable, and adverse classifications of enforcement action, which include actions such as being handed over for collection or recovery, legal action and/or write-off.

4.16 **Reference**

The Enrolment Form, Application Form, Annual Fee Increase letter, the Fee payment election letter, the monthly school statements and any other communication (all "Fee Notices") concerning *Fees* form an integral part of this *Contract* and are incorporated by reference into this *Contract* as if originally a part hereof. Any subsequent Fee Notices shall constitute an addition to this *Contract* which addition you now consent to.

## 5 PERSONAL INFORMATION

5.1 We undertake to take all reasonable measures to protect your and your *Child's* personal information according to the *School's* data protection provisions as set out in the Privacy Policy, and when applicable the relevant provisions of *POPI*. The Privacy Policy will be published on the *School Website*. The *School* shall not distribute or publish any personal information about you, your *Child* or the *Payer / s*, for reasons other than those set out in this clause 5, unless you give us your consent in writing.

5.2 We will take all reasonable measures to keep your and your *Child's* personal information as safe as possible. If the information is stolen or taken from us or from any of our staff members or parents, we will let you know as soon as reasonably possible.

5.3 We will keep your and your *Child's* personal information for as long as it is reasonably necessary for us to keep it. If your *Child* leaves the *School*, or the purpose for which we collected the information has ended, we will keep the information only for as long as we are required to by law

- or for the proper running of the *School*. After this period, we will destroy or delete your personal information permanently and securely. Hard and soft copies will be destroyed.
- 5.4 It is important and necessary that we keep up-to-date records about you, your *Child* and the *Payer* / s. For this to happen properly, you must notify us of any changes in your or your *Child's* or the *Payer's* / s' personal information.
- 5.5 You may at any time, and on reasonable notice, ask for access to the personal information we hold about you, your *Child* or the *Payer*, to confirm that it is accurate.
- 5.6 **By signing this *Contract*, you give us your consent to:**
- 5.6.1 **collect, store and use your, the *Payer's* / s' and your *Child's* Personal information in the proper management and operation of the *School* and in the fulfilment of the *School's* functions;**
- 5.6.2 **collect, store and share credit information about you, the *Payer*, and any Parent responsible for paying *Fees*;**
- 5.6.3 **collect, store and process names and contact details about you, the *Payer* / s and your *Child*;**
- 5.6.4 **share names and contact details about you, the *Payer* / s and your *Child* with other parents, legal guardians, staff or other people we authorise to fulfil the *School's* functions. We undertake to only share this information to the extent needed to:**
- 5.6.4.1 **manage relationships between the *School*, the *Parents*, the legal guardians, the *Payer* and the pupils;**
- 5.6.4.2 **provide references;**
- 5.6.4.3 **communicate with former pupils:**
- 5.6.5 **include photographs of your *Child*, with or without their name, in *School* publications, social media or in press releases to celebrate the *School's* or your *Child's* activities, achievements or successes;**
- 5.6.6 **supply information and a reference for your *Child*, including about any outstanding *Fees* or disciplinary issues associated with your *Child* to any educational institution which you propose your *Child* may attend. We will take care to ensure that all information we supply about your *Child* is accurate and that any opinion we give on their ability, aptitude and character is accurate and fair. However, we are not responsible for any loss you or your *Child* may suffer as a result of statements of fact we make or honest opinions that we reasonably give;**
- 5.6.7 **collect your *Child's* fingerprints or other biometric information for the purpose of making use of fingerprint recognition technology or other biometric means used instead of keys or locks. We undertake that we will not use or share your *Child's* biometric information for any other reason without your additional written consent.**
- 5.7 **Without detracting from any of the above, please note that we agree that you have the right:**
- 5.7.1 **of access to and the right to rectify the personal information the *School* has collected regarding you or your *Child*;**
- 5.7.2 **to object to the processing of such personal information on reasonable grounds; and**
- 5.7.3 **to complain to the appropriate authorities.**

- 5.8 If at any time you wish to withdraw your consent, you must notify the *School* in writing. You understand that by doing so, the *School* will be entitled to cancel this *Contract* on the basis set out in clause 6.
- 5.9 Given the undertakings of the *School* neither you nor your *Child* will be prejudiced by the non-compliance with *POPI*, this especially since your rights in this *Contract* are in addition to and do not affect the statutory rights and remedies you may have under *POPI*. No provision of this *Contract* is intended to contravene the applicable provisions of *POPI*, and therefore all the provisions of this *Contract* must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of *POPI* are complied with and prevail.
- 5.10 You acknowledge that the *School* uses Closed Circuit Television ("CCTV") to provide a safe and secure environment for your *Child*, other children, staff, visitors, buildings and equipment and generally to protect private property. The use of CCTV images is subject to the *School's* data protection provisions and the Privacy Policy and applicable privacy laws and the relevant provisions of *POPI*.
- 5.11 You shall ensure that your *Child* shall keep secure and confidential, and shall not divulge to any other person, the *Child's* username(s) and / or password(s) utilised to access the *School's* online Teaching Materials and products. If your *Child's* username(s) and / or password(s) are misplaced or stolen, or your *Child* has any reason to believe that the *Child's* username(s) and / or password(s) are not secure and confidential, you shall advise the *School* in writing immediately upon your *Child* becoming aware that the *Child's* username(s) and / or password(s) are misplaced, stolen, and / or may no longer be secure and confidential, failing which you indemnify the *School* against any adverse consequences, harm, loss and / or damage which you or your *Child* may incur as a result.

## 6 ENDING

### 6.1 **Automatic termination**

This *Contract* ends when your *Child* completes the *School's* curriculum and any exit examination we offer at the end of your *Child's* schooling and all *Fees*, penalties, interest and *Extras* have been paid in full.

### 6.2 **Parent cancellation**

**You have the right to cancel this *Contract* at any time. To cancel, you must give us a full *Term's* notice in writing of your intention to do so. If you do not give us a full *Term's* notice before you withdraw your *Child* from the *School* then you must pay a full *Term's* *Fees* in lieu of notice. You will also be responsible to pay the portion of extra costs allocated for the *Term* ahead and a reasonable cancellation fee taking into account the nature of the educational services provided, capacity planning and the *School's* reasonable potential to fill the vacancy. You must pay this amount on the first day of the *Term* which would have been the final *Term* if you had given proper notice. If you chose to pay *Fees* yearly or if you have paid any extra costs in advance, we will credit those amounts to your account and refund the balance to you.**

### 6.3 **Special arrangements**

- 6.3.1 **If your *Child* is in Upper VI and taking the one-year post-matriculation course, you undertake to pay the tuition *Fees* for all three *Terms*. Should your *Child* leave the *School* at any stage before the end of the final *Term*, whether notice is given or not and the *Fees* for all three *Terms* have not been paid the *School* shall be deemed to have suffered damages in an amount equal to the balance of the *Fees* for all three *Terms* then due. You acknowledge that this a genuine agreed pre-estimate of damages.**

6.3.2 **If your *Child* is boarding in Upper V or Upper VI you agree to commit to board and pay the Boarding Fees for all three terms. Written notice to withdraw from boarding must be given in LV and Lower VI by no later than 5 (five) days from the commencement of the Michaelmas Term.**

#### 6.4 **School cancellation**

6.4.1 **We have the right to cancel this *Contract*. To do so, we shall, subject to clauses 6.4.3 and 7, give you a full *Term's* notice in writing of our intention to end this *Contract*. After the end of the *Term* in question, your *Child* shall no longer be admitted to the *School*. We will refund to you any *Fees* you have paid in advance excluding the current term's fees and excluding the Deposit, less any amounts you owe to us.**

6.4.2 **If we cancel the *Contract*, we do not lose our rights to claim other amounts or action from you.**

6.4.3 **If you or your *Child* commits a material breach of this *Contract* and the material breach is not remedied within twenty ("20") business days of receiving notice from us to do so, then we have the right to:**

6.4.3.1 **cancel the *Contract* immediately on written notice to you;**

6.4.3.2 **ask you to remove your *Child* immediately from the *School*;**

6.4.3.3 **keep all amounts you have paid in advance;**

6.4.3.4 **claim additional amounts from you including an amount for damages. The damages will be deemed to be equal to a *Term's Fees* at the time of cancellation.**

6.5 A material breach is considered to exist where you or your *Child*:

6.5.1 breaches or fails to uphold the *Codes of Conduct* or *Policies*; or

6.5.2 fails to pay any *Fees* by their due date or breaches clause 4.1.1; or

6.5.3 fails to fulfil any legal requirements necessary for your *Child* to attend the *School*, for example, fails to obtain a valid study permit for your *Child* if a foreign citizen; or

6.5.4 become seriously and unreasonably uncooperative with the *School* or in the opinion of the *Head*, your or your *Child's* behaviour negatively affects your *Child's* or other pupils' progress and wellbeing at the *School*, the well-being of *School* staff, or is fundamentally incompatible with the *School's* ethos or brings the *School* or the *School* staff into disrepute or in those circumstances contemplated in clause 3 above.

6.6 Promotion to the next grade at the end of each academic year, as well as admission to the next institutional level within the *School* (i.e. from The Bridge Nursery School to the Pre-Preparatory School, Pre-Preparatory School to the Preparatory School, Preparatory School to the College, or from the College to Sixth Form), is not automatic or guaranteed. Such promotion or admission, as the case may be, is subject to the Headmaster's discretion, acceptable academic progress and acceptable conduct on the part of your *Child* and all *Fees* payable under this *Contract* having been paid timeously and in full.

## 7 **DISPUTES**

### 7.1 **Address**

7.1.1 You choose the residential address disclosed in "Details of Parent / Guardian / Payer", 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.



7.1.2 The *School* chooses the following physical address for the service of all notices and legal processes:

St David Road, Houghton, Johannesburg, 2198.

Documents should be marked for the attention of: The Head of Finance and Operations.

## 7.2 **Resolution**

7.2.1 Except for our claims for *Fees*, which for the avoidance of doubt are subject to the customary debt collection procedures, including litigation, all disputes arising out of this *Contract* must be resolved according to the process set out below:

7.2.1.1 If a party is aggrieved about the conduct of the other party under this *Contract*, the aggrieved party must first try to find an amicable resolution by writing to the other party setting out their concerns. If there is no resolution to the written notice within fifteen ("15") days, then the parties must each refer the dispute to a representative they choose to act for the parties in negotiations. The parties must inform the other party of the name and contact details of that representative before the end of day fifteen ("15").

7.2.1.2 The representatives must try to resolve the matter through negotiation with each other. If negotiations do not reach a resolution within fifteen ("15") days, either party may then within ten ("10") days refer the dispute for resolution by mediation. The mediation must be conducted under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor body nominated in writing by it.

7.2.1.3 If mediation fails, any party may then within ten ("10") days of the failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator appointed by agreement by you and us, or, failing agreement within ten ("10") days of the referral, by AFSA as an expedited arbitration in Johannesburg under the then current rules for expedited arbitration of AFSA.

7.2.1.4 This clause does not prevent either you or the *School* from access to an appropriate court of law for interim relief for urgent matters by way of an interdict or a court order while finalising the dispute resolution process.

7.2.1.5 This clause 7 is severable from the rest of this *Contract* and remains in effect even after termination of the *Contract* for any reason.

## 7.3 **Magistrate's Court**

You agree that we may start legal proceedings to recover any *Fees* you owe to us in any Magistrate's Court that has the jurisdiction to hear the matter. This is in terms of sections 45 and 28 of the Magistrates' Courts Act 1944, Act No. 32 of 1944.

## 7.4 **Law**

South African law governs this *Contract*.

## 8 **INTERESTS**

In all situations of termination or dispute resolution by the *School* the principle of the "best interests of the child" will be applied by the *School*. The *School* will, subject to the prevailing norms and standards, give your *Child* and you an adequate opportunity to make representations and to be heard at every appropriate stage of the process, giving due weight to the age and maturity of your *Child*. You may waive your entitlement in writing. Where a representative is involved you consent to the disclosure by the *School* of confidential information about the *School*, *You*, *the Payer / s* and your *Child*.

## 9 LIMITATION

- 9.1 The *School*, members of Council, employees, agents, and / or third party service providers shall not be deemed to be in breach of the *Contract* and / or liable to you or your *Child* (as the case may be) for any adverse consequences, loss, harm, and / or damage, including special or general damages, any consequential loss, or other claims arising out of or in connection with the *Contract*, whether caused by breach of the *Contract* and / or due to the fault of the *School*, members of Council, employees and / or third party service providers in general, and in particular:
- 9.1.1 by reason of any delay in the performance of, or failure to perform, the *School's* obligations in terms of the *Contract*, if the delay or failure to perform is due to any cause beyond the reasonable control of the *School*,
- 9.1.2 due to the fault of you or your *Child*, including your or the *Child's* failure to provide and keep up to date any information and / or documents supplied by either of you to the *School* in connection with the provision and delivery of any *School* deliverables in terms of this *Contract* and in the execution of the *Contract*,
- 9.1.3 due to either your or your *Child's* failure to perform your respective obligations under or in terms of the *Contract*; and / or
- 9.1.4 due to any inaccuracy, error, and / or delay in:
- 9.1.4.1 data, information, and / or other electronic communication; and
- 9.1.4.2 the transmission of any data, information and / or other electronic communication.

## 10 GENERAL

### 10.1 **Information**

- 10.1.1 You confirm that any information you have given in relation to this *Contract* or for any other purpose related to your *Child's* education at the *School* is, to the best of your knowledge and belief, complete and true.
- 10.1.2 You undertake to inform us in writing of any changes to the information contained in this *Contract*.

### 10.2 **Changes**

- 10.2.1 **We have the right to change the terms and conditions of this *Contract* from time to time for legal, safety or other valid reasons or to ensure the proper delivery of education at the *School*.**
- 10.2.2 **The *School* will give you at least two ("2") calendar months' written notice of any material changes to this *Contract*.**
- 10.2.3 **You have a right to cancel this *Contract* if the changes to the terms and conditions are not acceptable to you. If you do cancel this *Contract* for this reason, you will not lose your Deposit or any Fees you have paid in advance. However, you must write to us to tell us of your intention to cancel within seven ("7") days of receiving the notice of change.**
- 10.2.4 **If you cancel on this basis then you must either give a full *Term's* written notice or pay a full *Term's* Fees instead of notice.**
- 10.2.5 **If you do not cancel within seven ("7") days of receiving any notice of change, you will be deemed to have accepted the changes to the *Contract*.**

10.2.6 Where one *Parent* wishes to withdraw from the *Contract* a full *Term's* written notice is required for such withdrawal and any such withdrawal is subject to the written consent of the remaining *Parent* and the *School*.

10.3 **Separate terms and conditions**

Each term and condition contained in this *Contract* is separate from the other terms and conditions. If any term or condition is found to be unfair or illegal and, therefore, unenforceable, the remaining terms and conditions of the *Contract* will remain valid.

10.4 **Cession**

The *School* shall be entitled, without notice, to cede and assign this *Contract* to any other natural or legal person for the purposes of the collection and payment of the *Fees* and *Extras* and for no other purpose., Where appropriate we will inform and consult with you in relation to such cession.

10.5 **Whole agreement**

This *Contract* constitutes the entire agreement between you and the *School* in respect of the subject matter hereof and no party is bound by any undertakings, representations, warranties or promises not recorded in this *Contract*. Handwritten variations or insertions made to this *Contract* are not binding on the *School* and will be ignored.

10.6 **Variations to the Contract**

This *Contract* may not be changed or cancelled by you unless such change or cancellation is reduced to writing and signed by you and the *School*.

10.7 **Waiver**

No waiver or relaxation of any of the terms and conditions of this *Contract* will be binding unless put in writing and signed by the party giving such waiver or relaxation. Any such waiver or relaxation will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either you or the *School* to exercise any right, power or privilege in terms of this *Contract* will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege prevent any other or further exercise thereof or the exercise of any other right, power or privilege.

10.8 **Electronic communications**

10.8.1 You consent to you and your *Child* receiving communications from the *School* electronically and agree that all such agreements, notices, disclosures and other communications sent by the *School* satisfy any legal requirements, including but not limited to the requirement that such communications should be "in writing".

10.8.2 It is your and your *Child's* responsibility to ensure that the electronic contact details held by the *School* are correct and you undertake to notify us immediately should there be any amendment to the electronic contact details. The *School* shall not be liable for any adverse consequences, loss, harm and / or damage incurred by you or your *Child* due to the failure to ensure that the electronic contact details are correct and accurate at all times.

10.9 **Survival**

The provisions of clauses 1, 4, 6, 7, 9 and 10 shall survive the termination of this *Contract*, as will any other provision that is expressed to survive.