



Independent Schools Association of Southern Africa

Quality Values Diversity



WATERBERG
ACADEMY
- live and learn -

ENROLMENT CONTRACT

amongst

WATERBERG ACADEMY

and

(ID No. _____)

and

(ID No. _____)

(collectively, the "Parents")

PARENT DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure B, declare that he/she/they are the Parent/s of the Learner/s, 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 Learner to be successfully enrolled and retained at the Waterberg Academy.

IMPORTANT NOTICE:

By signing or initialling this Contract, the Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parent and the Learner comply with any terms and conditions contained in the Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

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

- **may limit the risk or liability of the Waterberg Academy or a third party; and/or**
- **may create risk or liability for the Parent; and/or**
- **may require the Parent to indemnify the Waterberg Academy or a third party; and/or**
- **serve as an acknowledgement, by the Parent, of a fact.**

Attention is drawn to these clauses because they are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract is intended to or must be understood to restrict, limit or avoid any rights or obligations created for the Parent or the Waterberg Academy in AATerms of the Consumer Protection Act.

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1. DEFINITIONS

In this Contract:

- 1.1 "**Additional Fees**" means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent in advance, to provide adequately for the education and related activities and services provided to the Learner, including the costs of co-curricular activities, or special educational needs;
- 1.2 "**Additional Goods/Services**" means those goods or services that may be provided to or for the benefit of the Learner from time to time, as determined by the Waterberg Academy from time to time;
- 1.3 "**Board**" means the body of people authorised by the Waterberg Academy's constitutional documents to jointly supervise, govern the Waterberg Academy, including but not limited to the board of directors, trustees or governors;
- 1.4 "**Contract**" means this document, including all its annexures as well as any Policies, as amended from time to time;
- 1.5 "**Consumer Protection Act**" means the Consumer Protection Act, No. 68 of 2008;
- 1.6 "**Non-Resident Fee / Foreign National Fee**" means an amount of money paid by the Parent/s to the Waterberg Academy in respect of learners resident outside of South Africa which, subject to the agreement between the Parent/s and the Waterberg Academy, may be refundable by the Waterberg Academy or donated by the Parent/s upon termination of this Contract, less any amounts that the Waterberg Academy is legally entitled to recover as a result of such termination or other damage related to a breach of this Contract;
- 1.7 "**Desk Fee / Bed Fee**" means the amount of money payable by the Parent/s as an agreed, non-refundable contribution to the Waterberg Academy's developmental costs, payable on the Learner's enrolment to the Waterberg Academy as part of the Waterberg Academy's revenue for that year;
- 1.8 "**Enrolment Fee**" means the amount of money payable by the Parent/s to the Waterberg Academy to cover all the administrative costs involved in registering a Learner at the Waterberg Academy and which may include an initial contribution to the development and capital costs of the Waterberg Academy;
- 1.9 "**Fee**" means any amounts owing to the Waterberg Academy for a Learner's enrolment, education and related activities at the Waterberg Academy. Such Fees shall be clearly communicated to the Parent in advance and may include, but are not limited to, the:
- 1.9.1 Enrolment Fee;
- 1.9.2 Non-Resident Fee / Foreign National Fee;
- 1.9.3 Waterberg Academy Fees;
- 1.9.4 Desk Fees / Bed Fee;
- 1.9.5 Additional Fees,
- additional information in respect of the Fees is set out in **Annexure D** of this Contract;
- 1.10 "**Head of Waterberg Academy**" means the person appointed by the Board to be responsible for the day-to-day management of the Waterberg Academy, including anyone to whom such duties have been delegated;
- 1.11 "**Income Tax Act**" means the Income Tax Act, No. 58 of 1962;

- 1.12 "**Learner**" means the child (of any age) admitted by the Waterberg Academy to be educated, whose details appear in **Annexure A1**, as well as the Learner/s whose details appear in any subsequent Annexures numbered "A2", "A3" and so on sequentially, as provided for in Annexure "A1";
- 1.13 "**Learner Intellectual Property**" means any and all intellectual property created, developed and/or generated by the Learner, including, without limitation: (i) artworks, drawings, music and/or writing; (ii) all patents and applications therefor and all reissues, divisions, renewals, extensions, provisionals, continuations and continuations-in-part thereof; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all software, databases and data collections and all rights therein; (v) all moral and economic rights of authors and inventors, however denominated; (vi) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (vii) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;
- 1.14 "**Material Breach**" means a breach that is material in the context of the overall arrangements between the Waterberg Academy, the Parent and the Learner as set out in this Contract or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where the Parent or the Learner (as applicable):
- 1.14.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;
- 1.14.2 fail to pay any fees by their due date;
- 1.14.3 fail to fulfil any legal requirements necessary for the Learner to attend Waterberg Academy in South Africa;
- 1.14.4 act in such a way that the Parent or the Learner (as applicable) become uncooperative with the Waterberg Academy and, in the reasonable opinion of the Head of Waterberg Academy, the Parent or the Learner's behaviour negatively affects the Learner's or other learners progress at the Waterberg Academy, the well-being of Waterberg Academy staff, or brings the Waterberg Academy into disrepute; or
- 1.14.5 the Waterberg Academy determines, in its reasonable opinion, that any unjustifiable act or omission by the Parents or the Learner has caused or could reasonably cause reputational harm to the Waterberg Academy;
- 1.15 "**NCA**" means the National Credit Act, No. 34 of 2005;
- 1.16 "**Parent**" means a parent or guardian of a Learner, who has signed this Contract and whose details appear in **Annexure B**;
- 1.17 "**Parties**" means the Parent/s and the Waterberg Academy;
- 1.18 "**Payer**" means the person or entity, other than the Parent, nominated by the Parent to be responsible for paying some or all of the fees;
- 1.19 "**Policies**" means the rules and principles adopted by the Waterberg Academy, as published by the Waterberg Academy from time to time, which are used to regulate the day-to-day running of the Waterberg Academy. These Policies may include (but need not be limited to) the Waterberg Academy Rules; Schedule of Fees; Data Protection Policy; Debtors' Policy; Terms and Conditions of the Waterberg Academy, as well as the Code of Conduct and the Waterberg Academy's Cautionary and Grievance Procedures for Parents and are available on request free of charge, on the Waterberg Academy's website, or the Waterberg Academy's App;
- 1.20 "**POPI Act**" means the Protection of Personal Information Act, No.4 of 2013;
- 1.21 "**Waterberg Academy**" means **Waterberg Academy**

- 1.22 **"Waterberg Academy Fees"** means the amount of money payable by the Parent/s to the Waterberg Academy in connection with a Learner's education, excluding any Enrolment Fee, Deposit, Development Fee, Top-Up Fee or Additional Fees;
- 1.23 **"Waterberg Academy Rules"** means the rules of the Waterberg Academy, a copy of which is provided to each Learner on entry and is sent to Parents with the letter offering a place at the Waterberg Academy, 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 Waterberg Academy;
- 1.24 **"Magistrate's Court Act"** means the Magistrates' Courts Act, No. 32 of 1944;
- 1.25 **"Term"** means the period of the academic year during which the Waterberg Academy holds classes and co-curricular activities, as notified to Parents from time to time;
- 1.26 **"Third Party"** means the person or entity, other than the Parent, nominated by the Parent to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent from liability for those said fees; and

2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE WATERBERG ACADEMY

- 2.1 The Parents acknowledge and accept that the Waterberg Academy is acting as experts in education, and that the Waterberg Academy has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Learner in the Waterberg Academy, the Parents bind and commit themselves and the Learner to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the Waterberg Academy, as articulated in the Waterberg Academy's prospectus, mission statement, policy documents, rules and / or codes of conduct from time to time.
- 2.2 If at any time the Parents are of the view that the values, educational methods, mission, ethos and objectives of the Waterberg Academy are incompatible with those of the Parents or the Learner, the Parents undertake to withdraw the Learner from the Waterberg Academy subject to the terms and conditions of this Contract and the best interests of the Learner.
- 2.3 The Parents undertake that they will, and procure that the Learner will, respectfully adhere to and/or participate in all Waterberg Academy activities that may include any and all religious and / or cultural practices established by the Waterberg Academy as a means of giving expression to its values, ethos and mission. If the Parents and/or the Learner conduct themselves in a manner inconsistent with, or that fails to uphold, such values, ethos and mission, the Waterberg Academy shall be entitled to terminate this Contract.
- 2.4 The Parties undertake in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE WATERBERG ACADEMY

- 3.1 **The admission and enrolment of learners to the Waterberg Academy is at the sole discretion of the Waterberg Academy who may not grant the Learner admission to the Waterberg Academy and may grant temporary or provisional enrolment to the Waterberg Academy subject to such further terms and conditions which the Waterberg Academy may impose. The Waterberg Academy may, after following due process, cancel enrolment in accordance with the Rules.**

- 3.2 For the sake of clarity, this Contract regulates the enrolment and admission of the Learner to the Waterberg Academy and also regulates the relationship between the Waterberg Academy, the Learner, the Parents and/or a Third Party once the Learner is admitted and enrolled with the Waterberg Academy. **Subject to clause 3.1, nothing in this Contract should be interpreted as a representation or warranty made by the Waterberg Academy that the Learner will be admitted to and enrolled with the Waterberg Academy.**
- 3.3 While the Learner remains a pupil of the Waterberg Academy, the Waterberg Academy undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during Waterberg Academy hours and at other times when the Learner is permitted to be on Waterberg Academy premises or is participating in activities organised by the Waterberg Academy.
- 3.4 Unless the Parents write to the Waterberg Academy in advance with the specific purpose to withhold their consent, the Parents consent to the Learner:
- 3.4.1 taking part in supervised Waterberg Academy activities. These activities may include contact sports and sports or activities with some risk of physical injury;
- 3.4.2 travelling to supervised Waterberg Academy activities that take place outside of Waterberg Academy premises.
- 3.5 The Waterberg Academy will take reasonable care to avoid loss, damage, injury or death to the Learner. The Waterberg Academy will not be responsible for any loss, damage, harm, injury or death that results from the Learner taking part in any Waterberg Academy activities.
- 3.6 The Waterberg Academy shall monitor the Learner's progress at the Waterberg Academy and produce regular written reports. The Waterberg Academy will advise the Parents if the Waterberg Academy has any concern about the Learner's progress, but the Waterberg Academy does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by the Parents or by the Waterberg Academy at the Parents' expense.
- 3.7 The Parties take cognisance of the limitations of the Waterberg Academy's physical environment, facilities and resources which limit its ability to provide high quality education to Learners with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the Waterberg Academy, in their capacity as professionals and experts in education and after following due process, the Waterberg Academy cannot, or can no longer, provide adequately for the Learner's special educational needs, the Waterberg Academy may not offer enrolment with the Waterberg Academy or may cancel this Contract in terms of clause 12.3.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

4. DISCLAIMERS AND INDEMNITY

- 4.1 **The Waterberg Academy does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including Waterberg Academy clothing, sporting and IT equipment, books, or any other personal possessions) brought on to the Waterberg Academy premises by the Learner/s,** unless the Waterberg Academy or its staff are in physical possession of that property and damage occurs to that property either because:
- 4.1.1 the Waterberg Academy or its staff treated the property as their own; or

- 4.1.2 the Waterberg Academy 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.
- 4.2 **The Parent indemnifies and holds harmless the Waterberg Academy, the Board, the Head of Waterberg Academy and the employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever in respect of, or in connection with damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the Learner's enrolment at the School, save that the Waterberg Academy shall be liable and liability will not be excluded under this clause 4.2 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the Waterberg Academy, the Board, the Head of Waterberg Academy and the employees as well as their authorised agents and/or representatives.**
- 4.3 Unless you expressly notify us in writing to the contrary, you consent to the Learner/s participating, under proper supervision, both in and outside the Waterberg Academy, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to the Learner travelling to and participating in Waterberg Academy activities and programmes outside the Waterberg Academy. **Subject to the Waterberg Academy taking reasonable care to avoid harm and save for any gross negligence on the part of the Waterberg Academy, its employees or agents, the Waterberg Academy is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the Waterberg Academy against any claims in that regard.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

5. PARENT'S GENERAL OBLIGATIONS

- 5.1 **The Parents will inform the Waterberg Academy in writing, prior to admission and enrolment, of any special educational needs of the Learner known to you, of the kind referred to in clause 3.7.**
- 5.2 **In order to fulfil the Waterberg Academy's obligations, the Waterberg Academy needs the Parents' co-operation. Without detracting from any specific obligations contained in this Contract, the Parents are required to: fulfil the Parents' own obligations under these terms and conditions; encourage the Learner in his or her studies, and give appropriate support at home; keep the Waterberg Academy informed of matters which affect the Learner; maintain a courteous and constructive relationship with Waterberg Academy staff; and attend meetings and otherwise keep in touch with the Waterberg Academy where the Learner's interests require the Parents to do so.**
- 5.3 **The Head of Waterberg Academy may, if it is justifiable to do so and after following due process, require the Parents to remove or may suspend or expel the Learner if the Parents' behaviour is in the reasonable opinion of the Head of Waterberg Academy so unreasonable as to affect or likely affect the progress of the Learner or another learner (or other learners) at the Waterberg Academy or the well-being of the Waterberg Academy staff or to bring the Waterberg Academy into disrepute.**
- 5.4 **The Head of Waterberg Academy may, if it is justifiable to do so, require the Parents to remove or may suspend or expel the Learner from the Waterberg Academy, if he/she considers that the Learner's attendance, progress or behaviour (including behaviour outside Waterberg Academy) is seriously unsatisfactory and in the reasonable opinion of the Head of Waterberg Academy the Learner's removal is in the Waterberg Academy's best interests or those of the Learner, other learners or the wider Waterberg Academy community. In this case, the Parents will be asked to remove the Learner at a**

specified date that may be shorter than a full Term. Should the Head of Waterberg Academy exercise this right, all or a part of the Deposit will be forfeited where:

- 5.4.1 the Waterberg Academy is unable to fill the vacancy created by the Learner; and
- 5.4.2 the Waterberg Academy has incurred, or will incur, reasonable costs for administering the Learner's enrolment or removal from the Waterberg Academy.
- 5.5 When the Head of Waterberg Academy contemplates the possibility of removal or expulsion of a Learner under clauses 5.3 or 5.4, it should follow a fair process (which may include a hearing) to solicit representations on the Learner's best interests and right to a basic education.
- 5.6 The Waterberg Academy rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Learner may be expelled or suspended for offences which are not included in these examples. In particular, the Head of Waterberg Academy may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Learner, or the circumstances of the case otherwise justify such action.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

6. POLICIES OF THE WATERBERG ACADEMY

6.1 The Parents acknowledge and declare that they have read and understood the Policies and agree to abide by the provisions of the Policies. The Waterberg Academy undertakes to make copies of all Policies available on request and free of charge, on the Waterberg Academy's website or the Waterberg Academy's App.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

6.2 The Parents undertake to comply with all the rules and regulations of the Waterberg Academy and acknowledge that it is the Parents' responsibility to make themselves familiar with the policies.

6.3 The Parents acknowledge that they are responsible for the Learner, whether on the property of the Waterberg Academy or not, after the notified finishing times of any Waterberg Academy activity/event/function and that they will ensure that the Learner obeys all Waterberg Academy rules and policies where they apply to the Learner.

7. ACCEPTANCE AND DEPOSIT

7.1 An offer of a place for a Learner at the Waterberg Academy is accepted by the Parents signing this Contract and paying the Enrolment Fee, the Desk Fee and Bed Fee and Non-Resident /Foreign National Fee as applicable.

7.2 If, subsequent to entering into this Contract, the Learner does not take up a place at the Waterberg Academy (save for by reason of death or long term hospitalisation) the Parents will not be refunded the Enrolment Fee. The Desk Fee, The Bed Fee and the Enrolment Fee will be kept by the Waterberg Academy as a reasonable cancellation fee for the Learner's withdrawal, unless the Waterberg Academy, acting reasonably, is able fill the vacancy created by the Learner's withdrawal on or before the first day of the first full term for which the Learner was to have been enrolled in which case the Parent will be refunded the Deposit and/or Enrolment Fee, less the Waterberg Academy's costs in administering, processing and handling the Learner's enrolment (or a reasonable estimate of these costs).

7.3 If the Deposit is not payable and subsequent to entering into this Contract, the Learner does not take up a place at the Waterberg Academy (save for by reason of death or long term hospitalisation) and the Waterberg Academy cannot, by the start of the first term for which the Learner was due to enrol, fill the vacancy created by the Learner's withdrawal, a full Term's Fees shall be payable and shall become due and owing to the Waterberg Academy as a reasonable cancellation fee. The Term's Fees shall be charged at the rate that would have been applicable for the said first Term.

7.4 If the Learner does take up a place with the Waterberg Academy, the Deposit will form part of the general funds of the Waterberg Academy. The Waterberg Academy will be entitled to treat the interest generated from such Deposit as income. The Deposit will be refunded to you, without interest, on the Learner leaving or, at the Waterberg Academy's discretion, credited to you, without interest, for the final payment of the fees or other sums lawfully due by the Parent to the Waterberg Academy, on the Learner leaving.

8. PAYMENT OF FEES

8.1 The Parents, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Learner attending the Waterberg Academy. The Parents also acknowledge that the Fees are payable in advance. Any Fee or other amounts of money owing by the Parents to the Waterberg Academy 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 NCA, or at such lesser rate as the Waterberg Academy determines from time to time in its sole discretion. Interest not paid to the Waterberg Academy on or before the date in which payment is due

in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the Waterberg Academy will be entitled to recover from the Parents 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.

- 8.2 The Parents and/or the Third Party accept the Additional Goods/Services. The Parents 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 8.1. The Parents 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 the Parents have expressly accepted such Additional Goods/Services.
- 8.3 The Parents 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, Waterberg Academy tours, outings or any other Additional Goods/Services required by the Waterberg Academy to provide the Learner adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to the Waterberg Academy account, which will be payable by the end of each term. The Waterberg Academy will not accept any up-front cash payments for the payment of the Additional Amounts.
- 8.4 The Parents confirm that a certificate signed by the bursar, business manager or Head of Waterberg Academy showing the amount owing by the Parents or the Third Party to the Waterberg Academy shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the Waterberg Academy's claim is thereafter disputed by the Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 8.5 In the event of the Third Party taking responsibility for the payment of the Fees, the Parents by the Parents' signature hereto, hereby bind themselves jointly and severally in the Parents' personal capacity as surety and co-principal debtor with the Third Party for payment to the Waterberg Academy of any amounts which are owing and may at any time become owing to the Waterberg Academy by the Third Party.
- 8.6 The Parents 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 Waterberg Academy will constitute a waiver of its rights under this Contract or otherwise.
- 8.7 The Parents are entitled to elect (at enrolment and prior to the beginning of each Waterberg Academy year) whether to pay Waterberg Academy Fees annually, termly or monthly, the total costs of which will be set out in a fee schedule and communicated to the Parents on enrolment and in advance of any increase in Waterberg Academy Fees.
- 8.8 The Parents authorise the Waterberg Academy to effect a debit order against the Parents' 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**.
- 8.9 The Parents agree that Fees paid in advance will be deposited by the Waterberg Academy and held in accordance with the Consumer Protection Act, but that the Waterberg Academy will be entitled to treat the interest generated from such funds as income.
- 8.10 Inability to pay Fees due to death or long-term hospitalisation.
- 8.10.1 **In the event that the Parent or Third Party responsible for the payment of Fees is unable to pay the Fees due to death or illness resulting in protracted hospitalisation, such Parent or Third Party, personally or through an authorised representative, shall be entitled to approach the Waterberg Academy to make arrangements to the extent that a deviation of the payment terms of this Contract is required.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

8.10.2 The Head of Waterberg Academy shall, in their discretion, be entitled to consider any deviation from the payment terms in this Contract on a case-by case basis following the production of either of:

8.10.2.1 a death certificate;

8.10.2.2 a medical certificate or examiner’s report; or

8.10.2.3 a certificate or report by a traditional healer registered in terms of the Traditional Health Practitioners Act, No 22 of 2007.

8.10.3 For the avoidance of doubt:

8.10.3.1 nothing in this clause 8.10 shall limit the rights of the Waterberg Academy in respect of any Fees due and payable in terms of this Contract before and after any decision of the Head of Waterberg Academy pursuant to clause 8.10;

8.10.3.2 the application of the provisions of this clause 8.10 shall not limit or reduce the remedies and recourse available to the Waterberg Academy in terms of the common law, statute or this Contract.

8.11 The Waterberg Academy Fees will be reviewed from time to time and may be increased by an amount which the Waterberg Academy considers reasonable. The Waterberg Academy will endeavour to give the Parents at least two calendar months’ notice of any increase in the fees due for a particular term. The Parents have a right to cancel this Contract without penalty should the Waterberg Academy Fees increase to an amount which the Parents no longer wish to pay, provided that the Parents give the Waterberg Academy written notice of that intention within 7 (seven) days of the Waterberg Academy's notification of an increase, failing which the cancellation provisions of clause 12.2 will apply, and the Parents will be required to provide a full term's notice or pay a term's fees in lieu of notice.

9. SECTION 18A INCOME TAX EXEMPTION FOR THE DONATION OF THE DEPOSIT

9.1 If, at the end of the term this Contract, the Parents elect to donate the Refundable Non-Resident / Foreign National Deposit to the Waterberg Academy, the Waterberg Academy, only insofar as it is registered as a Public Benefit Organisation as contemplated in the Income Tax Act, shall issue a receipt to the Parent for such donation, which qualify as a tax deductible donation for purposes of section 18A of the Income Tax Act.

9.2 Subject to any dispensation which may be granted by the Commissioner, the Waterberg Academy shall distribute at least 50% (fifty per cent) of the value of any donation for which a certification as contemplated in clause 9.1 has been issued within 12 (twelve) months from the end of the financial year during which the relevant donation was received.

10. PROTECTION OF PERSONAL INFORMATION

10.1 By entering into this Contract, and unless the Parents at any time instruct the Waterberg Academy expressly and in writing to the contrary, the Parents’ consent is given for the Waterberg Academy to:

10.1.1 collect, store and process names, contact details and information relating to the Learner, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the Waterberg Academy for Waterberg Academy-related purposes to the extent required for the purpose of managing relationships between the Waterberg Academy, parents/guardians, and current learners as well as providing references and communicating with the body of former learners; and

10.1.2 supply information and a reference in respect of the Learner to any educational institution which the Parents propose the Learner may attend. The Waterberg Academy will take care to ensure that all information that

is supplied relating to the Learner is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the Waterberg Academy cannot be liable for any loss the Parents or the Learner is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the Waterberg Academy.

11. LEARNER INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE WATERBERG ACADEMY

The Waterberg Academy acknowledges that the Learner may, during their time at the Waterberg Academy, create, invent or develop Learner Intellectual Property. Any rights to the Learner Intellectual Property are not transferred to the Waterberg Academy and shall remain the property of the Learner. To the extent that any Learner Intellectual Property is included in the circumstances contemplated in this Contract, the Parents, on behalf of the Learner, hereby grant the Waterberg Academy a perpetual, fully paid-up, worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Learner Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

12. TERMINATION AND NOTICE REQUIREMENTS

12.1 For the avoidance of doubt, this Contract will terminate when the Learner completes the Waterberg Academy’s curriculum and any exit examination the Waterberg Academy offer at the end of the Learner's Waterberg Academying, unless otherwise terminated on the terms of this Contract. This Contract therefore has an indefinite term.

12.2 **The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the Waterberg Academy a full term’s notice, in writing, of this intention before the withdrawal of the Learner from the Waterberg Academy. Alternatively, a full term’s fees (including additional fees pro-rated for the term) is payable to the Waterberg Academy 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 the Parents have elected to pay annual Waterberg Academy 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 the appropriate notice.**

12.3 **The Waterberg Academy also has the right to cancel this Contract at any time, for any reason, provided that it follows due process and gives the Parents a full term’s notice, in writing, of its decision to terminate this Contract.** At the end of the term in question, the Parents will be required to withdraw the Learner from the Waterberg Academy, and the Waterberg Academy will refund to the Parents the amount of any fees pre-paid for a period after the end of the term less anything owing to the Waterberg Academy by you.

12.4 **The Waterberg Academy may cancel this Contract immediately if the Parents are in Material Breach of any of the Parents’ obligations and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the Waterberg Academy requiring the Parents to remedy the breach. The Waterberg Academy may, in addition, 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 the Parents any excess above such damages.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

13. ALTERNATIVE DISPUTE RESOLUTION

- 13.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause 13.
- 13.2 In the event of any dispute arising out of or relating to this Agreement, then any Party may give written notice (indicating also that party’s designated representative) (the Dispute Notice) to the other Party or Parties to initiate the procedure set out below.
- 13.3 The Parties shall first endeavour to settle the dispute by mediation. The Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by Tokiso Dispute Settlement Proprietary Limited (Tokiso) and to the extent that Tokiso no longer exists, the mediator shall be appointed by the chairperson for the time being of the Association of Arbitrators (Southern Africa) or its successors-in-title.
- 13.4 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be determined by arbitration.
- 13.5 The Parties may agree in writing on the arbitrator and the arbitration procedure and, failing such agreement within 5 (five) Business Days of the expiry of the period referred to in clause 13.3, or such longer period of time as may be agreed to in writing, then the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the chairperson for the time being of the Association of Arbitrators (Southern Africa).
- 13.6 Unless agreed otherwise by the Parties in writing: (i) the mediation and the arbitration (as applicable) shall be administered by the Parties; (ii) the mediation and the arbitration (as applicable) shall be held in Limpopo; (iii) the mediation and the arbitration shall be conducted in English; and (iv) the number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).
- 13.7 The arbitrator shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute and the decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall deliver an award together with written reasons within 30 (thirty) Business Days from the date upon which the arbitration ends. A demand for arbitration that has been successfully served by any Party shall interrupt prescription of the claim to which it relates.
- 13.8 The governing substantive law of the Agreement shall be the law of South Africa. The governing procedural law of the mediation and the arbitration shall be the law of South Africa.
- 13.9 Nothing in this clause 13 shall preclude any Party from applying to a duly constituted court of competent jurisdiction for urgent interim relief (including but not limited to): (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek such injunctive relief as may be necessary and appropriate; (iv) to enforce any decision of the arbitrator, including the final award; (v) for judgment in relation to a liquidation claim; or (vi) to enforce any security granted in terms of, or relating to, this Agreement.
- 13.10 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if this Contract is terminated, nullified, or cancelled for any reason.

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

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14. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND LEARNERS THAT IMPLICATES OR CONCERNS THE WATERBERG ACADEMY

- 14.1 The Parents undertake that they shall not, and will procure that the Learner shall not:
 - 14.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the Waterberg Academy:
 - 14.1.1.1 could have an adverse impact on its reputation or public image, or involve it in a public controversy; or
 - 14.1.1.2 are in breach of the Waterberg Academy’s Policies, ethics, mission and values;
 - 14.1.2 disclose the personal details of the Waterberg Academy’s employees, other Parents and/or Learners;
 - 14.1.3 disclose any confidential information relating to the Waterberg Academy, including any details surrounding disputes as contemplated in clause 13;
 - 14.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the Waterberg Academy or any of its employees, other Parents or Learners on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith and in accordance with clause 13.

14.2 **Failure to adhere to this clause 14 shall constitute a material breach of the Agreement.**

This clause has been drawn to my attention and I confirm that I understand and accept its legal consequences.

Parent 1	Parent 2	Third Party

15. CONSENT TO USE OF THE LEARNER IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS

- 15.1 The Waterberg Academy and ISASA may, from time to time, be required to make use of still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name of the Learner, or depicting the Learner, and Learner Intellectual Property.
- 15.2 The Parents are required to complete **Annexure C1** to give or deny the Waterberg Academy consent to make use of the media contemplated in clause 15.1.

16. GENERAL

- 16.1 The Parents choose the residential address set out in **Annexure B** as their chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the Waterberg Academy to you.
- 16.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the Waterberg Academy on this Contract or otherwise from time to time are or will be, to the best of their knowledge and belief, full, true and accurate.
- 16.3 The Parents undertake to advise the Waterberg Academy in writing of any changes to the details included in this Contract.

17. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parents agree that the Waterberg Academy, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parents as a liquidated debt or debts to the Waterberg Academy in any Magistrate's Court having jurisdiction in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding in the provisions of clause 13.

18. VARIATIONS

The Waterberg Academy 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 Waterberg Academy. The Waterberg Academy will give the Parents at least a term's notice of any such modifications.

19. PARTIAL INVALIDITY

19.1 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.

19.2 It is a condition of attendance at the Waterberg Academy that the Parents sign in the space provided. The Waterberg Academy Board may at its discretion consider this declaration and this 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 Waterberg Academy.

SIGNED at _____ on _____ 20____

PARENT

SIGNED at _____ on _____ 20____

PARENT

ACCEPTED by the Waterberg Academy at _____ on _____ 20____

HEAD OF WATERBERG ACADEMY

DETAILS OF THE LEARNER

	Name and Surname	Current Grade	Gender (M/F)	Age	ID Number
Learner 1					

It is agreed that for each sibling enrolled and admitted to the Waterberg Academy after the Learner/s 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 this Contract, with all the provisions of this Contract applying to the sibling as a Learner in terms of the Contract.

DETAILS OF THE LEARNER

	Name and Surname	Current Grade	Gender (M/F)	Age	ID Number
Learner 2					

It is agreed that for each sibling enrolled and admitted to the Waterberg Academy after the Learner/s referred to in this **Annexure A2**, 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 this Contract, with all the provisions of this Contract applying to the sibling as a Learner in terms of the Contract

**ANNEXURE B
DETAILS OF PARENT**

	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		

ANNEXURE C1

CONSENT FOR THE USE OF LEARNER IMAGES AND MEDIA IN WATERBERG ACADEMY PUBLICATIONS

1. I/We the Parent(s) of _____ (the **Learner**) hereby give/deny the Waterberg Academy our written consent to:
 - 1.1 include any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name, of the Learner, or depicting the Learner, for the following uses:
 - 1.1.1 in Waterberg Academy publications (whether local or international), the Waterberg Academy website, or in press releases to celebrate the Waterberg Academy's or the Learner's activities, achievements or successes;
 - 1.1.2 sales and marketing materials of the Waterberg Academy such as leaflets, flyers, brochures or any other printed media designed for this purpose and disseminated locally or internationally;
 - 1.1.3 the development of materials for educational or publicity purposes both locally and internationally; and
 - 1.1.4 promotion of the Waterberg Academy on the Waterberg Academy's official social media platforms, including but not limited to Facebook, Instagram, Twitter, YouTube or any other such social media platform designated for official use by the Waterberg Academy.
2. The consent contemplated **above** be valid until [the Learner reaches the age of majority]
3. The Waterberg Academy shall (and will procure that any third party professional engaged for the abovementioned purposes shall) under no circumstances sell any still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name to a third party.

SIGNED at _____ on _____ 20____

PARENT

SIGNED at _____ on _____ 20____

PARENT

[It is agreed that for each sibling enrolled and admitted to the Waterberg Academy after the Learner/s referred to in this **Annexure C1**, a new annexure will be completed and signed by the Parties, with the same information for each such sibling. These will be Annexures C1, C2 and so on sequentially, and will be deemed to be annexures to this Contract, with all the provisions of this Contract applying to the sibling as a Learner in terms of the Contract.]

ANNEXURE D FEE PAYMENT POLICY

Waterberg Academy is an independent school and the payment of school fees, as determined by the Governing Body, is compulsory and, in terms of the South African Schools Act No. 84 of 1996, legally enforceable. The parents/legal guardians/custodians/ sponsors are jointly and severally liable for the payment of school fees irrespective of any internal arrangements agreed upon between them.

1. INTRODUCTION

- School tuition and boarding fees are determined annually by the School Governing Body and are binding on all pupils and parents (as defined by the SA School's Act), enrolled at the School
- The Responsible Party (including both parents, irrespective of marital status and/or divorce settlement agreements), is liable for the payment of school fees determined by the School Governing Body.
- Tuition and boarding fees are used to finance the operational and maintenance costs of the School and boarding houses. Minor capital projects funded by school fees are budgeted for annually.

2. DEFINITIONS

In this policy –

- 2.1** **“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;
- 2.2** **“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;
- 2.3** **“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”;
- 2.4** **“Contract”** means this document, including all its annexures as well as any Policies;
- 2.5** **“Consumer Protection Act”** means the Consumer Protection Act, No 68 of 2008;
- 2.6** **“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 –
 - 2.6.1 Enrolment (Administration) Fee
 - 2.6.2 Entrance Desk Fee / Entrance Bed Fee
 - 2.6.3 Re-Enrolment Fee
 - 2.6.4 School / Hostel Fee
 - 2.6.5 Additional Fee
- 2.7** **“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;

- 2.8** “Responsible Party” or “you” means parent(s), sponsor(s), custodians or legal guardian(s) of a Child, who have bound themselves contractually to be responsible for the Child and for the payment of all fees incurred through attendance at the School.
- 2.9** “Parties” means the Responsible Party and the School;
- 2.10** “School Fees” means the money payable by the Responsible Party to the School in connection with a Child’s education, excluding any Enrolment Fee, Entrance Fee or Additional Fees.
- 2.11** “School” means the Waterberg Academy.

3. APPLICATION AND ACCEPTANCE

3.1 Enrolment or Administration Fee

All new applications are to be accompanied by a R500 non-refundable Enrolment or Administration Fee. This fee covers the registering, placement tests and credit checks

3.2 Entrance Fees

If an application for admission is successful, a once-off non-refundable **Desk Fee** for tuition and non-refundable **Bed Fee** for the boarding house, if applicable, will become immediately payable for all new scholars. Should a Child not attend the school for a period of one year or longer, re-admission will be dependent upon the entrance fee(s) being paid again, in advance of re-admission. These entrance fees will be reviewed on an annual basis by the Board.

In addition, with effect from 2014, a refundable **Non-Resident Fee** of R5000 will be payable in respect of boarders resident outside of South Africa. This fee will be refunded, without interest, when the Child leaves the School, subject to all fees incurred at the time having been fully paid.

Example:

2014	Non-Refundable Desk Fee R5000	Siblings thereafter R2500
2014	Non-Refundable Bed Fee R3000 (Boarders Only)	Siblings thereafter R1500
2014	Refundable Non-Resident Fee R5000 (non-Resident boarders only)	

In the normal course of events, a credit check may be made on the person (s) responsible for payments of the school fees. The cost of this check will be for the school’s account.

3.3 Re-Enrolment Fee

- 3.3.1** In line with the provisions of the SA School Act, the Responsible Party is required to register a Child for each academic year. The payment of an annual registration, or re-enrolment fee, which forms part of the tuition fee for the forthcoming year, will be charged.
- 3.3.2** The amount is determined annually by the School Governing Body, and is payable at the commencement of the new academic year.
- 3.3.3** **If any school fees are outstanding for the current, or immediately-preceding year, as the case may be, these outstanding fees must be paid prior to enrolment for the forthcoming year being considered.**

Re-Enrolment Fees per Student (payable January):

School re-enrolment – R200-00

Hostel re-enrolment – R200-00

3.4 Conditions Applicable

- 3.4.1 An offer of a place for a Child at the School is accepted by payment of the enrolment and entrance fees; and on completion in full, and signature of the contract by the Responsible Financial Party.
- 3.4.2 If, subsequent to entering into the contract, the Child does not take up a place at the School (save for by reason of death or long term hospitalisation) **the enrolment and entrance fees will not be refunded.** These fees will be kept by the School as a reasonable cancellation fee for the Child's withdrawal, unless the School, acting reasonably, is able to fill the vacancy created by the Child's withdrawal on or before the first day of the first full term for which the Child was to have been enrolled in which case the enrolment and entrance fees will be refunded, less the School's costs in administering, processing and handling the Child's enrolment (or a reasonable estimate of these costs).

4. SCHOOL FEES AND HOSTEL FEES

- 4.1 The School and Hostel Fees for the forthcoming year shall be determined annually by the School Governing Body and published in a Schedule of Fees by the beginning of the last term of each year. The Schedule of Fees for the current year is attached to this policy document.
- 4.2 School and Hostel Fees are payable in full, strictly in advance and no exceptions to this condition shall be allowed.
- 4.3 Despite the objective that all fees for the year ahead should be payable in advance and are due on the first day of the academic year, the School recognises that not all Responsible Parties are in a position to do so, and therefore it offers alternative payment terms and related incentives. The following terms are available regarding the payment of annual compulsory school fees: -

ANNUALLY

One payment payable annually in advance by the 15th December of the year preceding the academic year for which payment is to be made.

Early Settlement Discount = 6% on gross annual fee

Any discount applied will be reversed if payments are not received **in full settlement by due date.**

BI-ANNUALLY

Two payments payable in advance: the **first payment by the 7th business day of January** and the second by the 7th business day of July in the current academic year.

Early Settlement Discount = 3% on gross annual fee.

Any discount applied will be reversed if payments are not received by due date.

TERMLY

Four equal payments, each payable by the 7th business day of each month of each new term, the **first payment being payable not later than the 7th business day in January.**

No discounts on fees are applicable.

MONTHLY

Eleven payments payable in advance by the 7th business day of every month, the **first payment being payable by not later than the 7th business day in January** and the last payment being payable by not later than the 7th business day in November.

No discount on full fees applicable.

MATRICULANTS (GRADE 12) ON MONTHLY OPTION

Ten payments payable in advance by the 7th business day of every month, **the first payment being payable by not later than the 7th business day in January** and the last payment being payable by not later than the 7th business day in October.

No discounts on fees are applicable.

N.B. If this option is chosen for a Matriculant) Grade 12 child, TEN monthly payments shall be payable in advance by the **7th business day in January** and the last by no later than the 7th business day in October.

BOARDING FEE

Four equal payments, each strictly payable by the 7th business day of each month of each new term, the first payment being payable not later than the 7th business day in January, failing which the child shall not be admitted to the hostel.

The following discounted alternatives are available:

Annual Payment: as above, a 6% Early Settlement discount on the gross annual fee

Bi-Annual: two payments as above, a 3% Early Settlement Discount on the gross annual fee.

Any discount applied will be reversed if payments are not received by due date.

Sibling Discounts:

1st Child pays 100% of Boarding Fee

2nd Child and any additional learners (siblings) thereafter pay 50% of the Boarding Fee

*** The Responsible Party is required to inform the Bursar of the fees payment plan it intends to follow and to commit to this plan at the time of enrolment/re-enrolment.***

4.4 **Financial Assistance**

The School requires that all fees are paid in full; in other words, there is no provision in the fees policy for the negotiation of reduced fees. Responsible Parties experiencing difficulties with fee payments should in the first instance contact the Bursar to discuss these difficulties. In the event of a Responsible Party finding itself unable to continue paying the full School Fees as required they are encouraged to seek external financial assistance to enable them to do so. This could include making application to the Waterberg Academy Educational Trust, an independent body, for financial assistance in the form of a bursary or scholarship. Such applications shall be considered by the Trust; any support the Trust might award would be determined according to its policies and availability of

funds. Application forms to the Trust for Financial Assistance are available from the Administration office and on the website and must be submitted in writing via the Head or the Bursar.

4.5 **Payment of Fees**

The preferred methods of payment of fees are:

- Electronic Funds Transfer (EFT).
- Debit order arranged by the Responsible Party at its own bank.

For security reasons, and for the safety of your children and our staff, we do not permit fee payments to be made in cash on the School premises. There is a branch of FNB in Vaalwater at which cash deposits may be made should this be necessary. Any cheques banked that are dishonoured will attract a dishonour fee of R150 and will be levied to accounts.

BANKING DETAILS:

First National Bank

Waterberg Academy

Branch Code: 260247

Account Number: 620 438 22445

SWIFT CODE: FIRNZAJJ260247

Beneficiary Reference: Account Number and Surname (e.g. SCHO1)

Please e-mail Proof of payment to: finance@waterbergacademy.co.za

In order to simplify communication – and at the request of numerous parents – individual invoices are not issued. Instead, all transactions concluded or due for a particular month (e.g. fees payments, travel expenses additional charges, etc) will be reflected on a monthly statement. A separate statement is issued in respect of each Child at the School. The Responsible Party is requested to check the statements on receipt to ensure that it is satisfied with the details.

In respect of boarding children, all payments received will be allocated proportionately between tuition and boarding fees, where applicable, unless otherwise stipulated in writing, by the payer.

4.6 **Notes and Conditions relating to School Fees**

- 4.6.1 **The Responsible Party has absolute responsibility for the payment of any Fees applicable to the Child attending the School.** It also acknowledges that **School Fees are payable strictly in advance,** at least on a monthly advance payment basis. If the latter, the Responsible Party is encouraged to make payment by stop order. If the Responsible Party is unclear about any of its financial obligations, the School will on request provide a written explanation. The School will be entitled to recover from the Responsible Party 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.
- 4.6.2 The Responsible Party accepts the Additional Goods/Services over and above those covered by school fees. The School will, as far as reasonably possible, give notice prior to providing such Additional Goods/Services. The Responsible Party expressly agrees to the delivery or performance of the Additional Goods/Services and accepts liability for payment thereof. The Responsible Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that it has expressly accepted such Additional Goods/Services.

- 4.6.3 The Responsible Party accepts that it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for school tours, outings or any other Additional Goods/Services required by the School to provide the Child adequately with the educational services in terms of this policy. Any such Additional Fees will be added to the School account, which will be payable on invoicing.
- 4.6.4 The Responsible Party confirms that a certificate signed by the Bursar or Head showing the amount owing by it 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 the Responsible Party, it shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 4.6.5 In the event of the Responsible Party taking responsibility for the payment of the Fees, it by **its signature(s) of acceptance of the Terms and Conditions of Enrolment, thereby binds itself jointly and severally in its/their personal capacity as surety and co-principal debtor(s)** for payment to the School of any amounts which are owing and may at any time become owing to the School by it/them.
- 4.6.6 The Responsible Party acknowledges 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 it/them. No indulgence or grant of time by the School will constitute a waiver of its rights under this contract or otherwise.
- 4.6.7 The Responsible Party is entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees in advance annually, per term, or monthly, the total costs of which will be set out in a fee schedule and communicated to it on enrolment and in advance of any increase in school fees.
- 4.6.8 The Responsible Party agrees 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.
- 4.6.9 The School fees will be reviewed annually and may be increased by an amount which the School considers reasonable. The School shall give at least one term's notice of any increase in the fees due for a particular term. The Responsible Party has a right to cancel its contract without penalty should the school fees increase to an amount which it no longer wishes or is able to pay, provided that it gives the School **one term's written notice** of that intention, failing which the cancellation provisions of clause 4.6.10 will apply, and it will be required to provide a full term's notice or pay a term's fees in lieu of notice.
- 4.6.10 The Responsible Party has the right to cancel its contract at any time, for any reason, provided that it gives 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 the Responsible Party 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.

4.6.11 The School also has the right to cancel the contract at any time, for any reason, provided that it gives the Responsible Party notification, in writing, of its decision to terminate the contract. At the end of the notification period in question, the Responsible Party will be required to withdraw the Child from the School, and the School will refund to it the balance of any fees pre-paid for that period, less anything owing to the School by them.

4.6.12 The above are stated 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 the Responsible Party if the latter is in material breach of any of its obligations and has not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of the issuance of a notice from the School requiring it to remedy the breach. In addition, the School 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 Responsible Party any excess above such damages.

5. ADDITIONAL FEES

In addition to official School activities, the School organises camps, excursions, sports events and other activities not covered by school fees; these additional activities also need to be paid-for in advance. The Responsible Party agrees to these costs, of which it is advised via specific letters and/or general newsletters, communicating the reason for these activities. The School reserves the right to debit the Child's account with these additional fees. In the event that the Responsible Party is not meeting its basic financial obligations towards the School, the School reserves the right to review a Child's continued involvement in school activities that are not covered by normal school fees.

6. OPERATIONAL EXTRAS INCLUDED IN THE SCHOOL FEES

The following charges are **included** in the school fees and shall not be charged separately:

- Printing Levy
For photostating
- Book Fees
For workbooks and/or textbooks
NB The Responsible Party will be charged the full replacement cost of any books that are not returned or which are returned in an unusable state.
(Textbooks should be covered within the first week of school).
- Functions Fund
To cover costs of the catering at all functions and sporting events.
- Boarding Levy and Laundry
For the improvement of the boarding facilities and weekly laundry.
- I.E.B. Examination Fee
Grade 12 pupils writing the IEB Matric exam.

7. ABSENTEEISM

Payment of fees in full is due for absences (illness, suspensions, holidays taken outside the School holidays, etc.)

In the case of the School suspending a Child for non-payment of fees, the balance of any termly or monthly fee will only be reimbursed if the Responsible Party has confirmed in writing that there is no intention that the Child will return to the School due to affordability reasons.

8. PAYMENT DEFAULTS

- 8.1 As all school and hostel fees are payable in advance, the School reserves the right to issue a letter of demand for any overdue amount at any point during the academic year.
- 8.2 Any account overdue will automatically be deemed to be in default and a letter of demand will be issued to the Responsible Party advising the account holder of the School's intent to hand over the account for collection. Legal proceedings to recover the full amount of school fees payable will automatically commence if the balance due is not settled.
- 8.3 As the Responsible Party (including both parents, irrespective of marital status), is responsible for the payment of school fees in terms of the SA Schools Act, the School reserves the right to recover unpaid school fees from the Responsible Party (including either/both parent(s)) by due process, irrespective of which parent took responsibility for the payment in the *Terms and Conditions of Enrolment*.
- 8.4 The Responsible Party for a Child resident in a boarding house does not qualify for any exemption from boarding fees. Boarding fees are payable in full. In the event that any payment relating to boarding fees is not made to the School by the due date thereof, the School shall be entitled, entirely without prejudice, to terminate or suspend the right of the Child to reside at the boarding house forthwith upon telephonic or written notification given to the Responsible Party.

9. PUPIL SUSPENSIONS

The School may exclude (suspend or expel) a Child when tuition and/or hostel fees are not paid, because the Responsible Party has breached the legal contract to pay fees. Adequate warning will be given.

CONSEQUENCES OF SUSPENSION

- 9.1.1 As the suspension of a Child from the School is not usually the fault of the Child concerned, the School has the objective of minimising the consequences of such a suspension for the Child. However, suspended Children (with the possible exception of Matrics – see 6 below) are not permitted to be on the School's property at any time during the period of their suspension. They are therefore excluded from all academic, sporting, cultural, spiritual and social activities at the School for the duration of their suspension. If they should attend any academic, sporting or cultural activity at any other school where the School is participating, they may not associate themselves with the School, its pupils or its representatives.
- 9.1.2 Where the nature of the academic work allows it, teachers are expected to forward notes and other information such as required reading to the suspended Child for the duration of his/her suspension *if it is the intention that the Child will return to the School*. This work may be sent electronically, via a fellow pupil or left at Reception for a family member to collect. A suspended Child is expected to complete all exercises and work sent home and to produce it on his/her return after suspension.
- 9.1.3 On his/her return from suspension, the onus is on the Child to ensure that any aspects of the curriculum which (s)he missed and which requires clarification, is caught up. (S)he may approach the various Heads of Departments, attend regular consolidation lessons or arrange private tuition in order to do so.

- 9.1.4 Any written test which is scheduled during the period of the Child's suspension must also be forwarded to the Child (once his/her class has written it) in order for him/her to complete it at home as an exercise. The Child must be encouraged to write and mark the test him/herself. Teachers are not expected to mark work done at home by suspended Children, and are also not required to set an 'alternative' test for a suspended Child to write on his/her return. Teachers will record an 'absent' next to a suspended Child's name for such assessments. This also applies to any oral assessments.
- 9.1.5 Where a suspended Child forms part of a group assessment task, the teacher must ensure that the other members of the group will not be penalised by the absence of one of their members, by making an informed adjustment of the requirements of the task.
- 9.1.6 If the suspended Child is in Matric, (s)he will be allowed to come to the School specifically to complete any assessments which form part of his/her Matric portfolio. However, (s)he may not wear any part of the School uniform and will complete his/her assessment in a separate venue to the rest of the class. The School will arrange a member of staff to supervise such assessments. Once having completed his/her assessment, the suspended Child is expected to leave the School property immediately.

10. NOTICE PERIOD

As per signed Terms and Conditions of Enrolment:

*"The Board shall be given **"one term's written notice"** of termination of enrolment of a Child, failing which the full amount of the following term's fees shall immediately become due and payable.*

NO EXCEPTIONS WILL BE ALLOWED".

BOARD APPROVAL 2013

UPDATED NOVEMBER 2016

UPDATED OCTOBER 2020