



PARENT CONTRACT

Contract of enrolment for Hermitage House

1. This is a contract of enrolment for Hermitage House. It sets out the rights and duties of the parents and legal guardians of children who enrol at our school.
2. In this contract, the words:
 - 'We', 'our' and 'the school' refer to Hermitage House.
 - 'You' and 'your' refer to the parents or legal guardian, and the *payer* of the *child* named below.
3. Other defined words appear in *italics* and their meanings are given on page 3.
4. When you sign this contract, you confirm that you understand and agree to the rights and duties imposed on you in this contract, for example, paying *fees* on time, being responsible for the behaviour of your *child*, and ensuring that you and your *child* comply with all *policies* of the school. If there are any terms and conditions that you do not fully understand, please let us know before you sign.

Details of *child* to be enrolled at the school

Name of *child*:

Identity number :

Age today:

Grade to be enrolled in:

Father:

Mother:

Legal guardian:

Payer:

5. The full details of the parents, legal guardian and *payer* (as relevant) are attached to this contract.

Declaration by parents and legal guardian

6. By signing below, I declare that:
 - a) I am the mother, father, or legal guardian (as relevant) of the *child* named above;
 - b) I have read and understood this contract, including the attachments to it and the *policies* of the school;
 - c) I understand that I and the *child* must comply with the terms and conditions of this contract for the *child* to remain enrolled at the school.
 - d) I accept that I am personally responsible to pay the *fees* on demand from the school. I understand that the school may demand payment of *fees* from me jointly with any other parent, legal guardian or *payer*, or separately from me alone. This obligation exists throughout the duration of the contract, even if I am not the stated *payer*.

	Signature	Place of signature	Date of signature
Mother			
Father			
Legal guardian			

Declaration by *payer*

7. By signing below, I declare that:

- I am the *payer* of some or all of the *fees* set out in this contract;
- I have read and understood this contract, including the attachments to it and the *policies* of the school;
- I understand that I and the *child* must comply with the terms and conditions of this contract for the *child* to remain enrolled at the school.

	Signature	Place of signature	Date of signature
<i>Payer</i>			

Definitions used in this contract

8. In the table below, the words in the left column (in *italics* in this contract) have the meanings given to them in the right column.

<i>Child</i>	The <i>child</i> named on page 1 whom we enrol to be educated at the school.
<i>Code of conduct</i>	The rules approved by the school's Board of Governors that we require all pupils to obey for proper management, safety and good discipline. These form part of the <i>policies</i> of the school.
<i>Consumer Protection Act</i>	The Consumer Protection Act, No 68 of 2008.
<i>Extra goods and services</i>	The goods or services in addition to tuition that we provide for the benefit of your <i>child</i> to provide adequately for education activities, extra-curricular activities or special educational needs.
<i>Fees</i>	The deposit, the development contribution, the school fees and the extra costs referred to in clauses 14 and 15.
<i>Head</i>	The person appointed by the school's Board of Governors to be responsible for the day-to-day management of the school, including anyone the Head delegates these duties to.
<i>Payer</i>	The person or entity, other than the parent or legal guardian, nominated by the parent or guardian to be responsible for paying some or all of the <i>fees</i> .
<i>Policies</i>	The rules and principles adopted by the school to regulate the day-to-day running of the school. The policies include the Code of conduct, safety

	rules, fee schedules, debtors' procedures, school grievance procedures and other policies the school adopts from time to time.
<i>Term</i>	The period when the school holds classes during a school year.
<i>Third party</i>	A person or organisation other than you or us.

Section A: About this contract

9. This contract governs all of the following:
 - a) The relationship between you and the school;
 - b) The relationship between your *child* and the school;
 - c) The relationship between the *payer* and the school, where you have nominated another person to be responsible for paying *fees* and other costs.
10. The contract is made up of the following documents:
 - a) The terms and conditions set out in this document;
 - b) The documents attached at the end of this document;
 - c) The school *policies*.
11. When you sign this contract, you confirm that you are familiar with the *policies* of the school and that you have read, understood and agree to them. We will make copies of the *policies* available to you on request and free of charge, and on our website.
12. The contract contains terms and conditions that may do any one or more of the following:
 - a) Limit the legal responsibility of the school or of a *third party*;
 - b) Create legal responsibility for you;
 - c) Be your acceptance that certain statements are true (called acknowledgments of fact).

As it is important that you understand the legal consequences of these terms and conditions, your attention will be drawn to them at the end of the clauses that contain them. You will be asked to initial the relevant clauses to show you understand and accept them. The wording that will appear is as follows:

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

Please let us know before you sign if there are any terms and conditions that you do not understand.

13. The rights you have in this contract are in addition to your rights under the *Consumer Protection Act*. If there is a conflict between any terms and conditions of this contract and the rights you have under the *Consumer Protection Act*, the *Consumer Protection Act* will apply. This contract must not be interpreted to limit any rights you or we have under the *Consumer Protection Act*.

Section B: Your duties under this contract

To pay fees

Four types of fees

14. There are four types of *fees* you are responsible to pay:
- 1) Deposit;
 - 2) Development contribution;
 - 3) School *fees*;
 - 4) Extra costs.
15. These *fees* are collectively referred to as the *fees* in this contract. The table below sets out what each of the *fees* is and how it works. We will give you a copy of the Fee Schedule when your *child* is enrolled at the school. This sets out the amounts of the *fees* and dates for payment.

The fee	What it is	How it works								
Registration Fee	An amount you pay to secure your <i>child's</i> place at the school after the <i>child</i> has been offered a place. The amount and the date payment is due by is set out in the Fee Schedule.	<p>You pay the Registration Fee once your <i>child</i> has been offered a place at the school and you have accepted that place.</p> <p>We do not refund the Registration Fees to you when your <i>child</i> leaves the school.</p> <p>This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.</p> <table border="1"> <thead> <tr> <th>Mother</th> <th>Father</th> <th>Legal guardian</th> <th>Payer</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Mother	Father	Legal guardian	Payer				
Mother	Father	Legal guardian	Payer							
School <i>fees</i>	The costs for your <i>child's</i> education.	The amount, payment method and payment due dates are set out in the Fee Structure which is given to you at the start of the school year.								
Extra costs	The costs for <i>Extra goods and services</i> that we provide to your <i>child</i> from time to time.	We will, as far as reasonably possible, let you know before we provide <i>Extra goods and services</i> . You accept that the <i>Extra goods and services</i> are part of the school's standard offerings and that you have specifically requested them. 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 <i>Extra goods and services</i> we might provide in a school year. You and the <i>payer</i> accept delivery of the <i>Extra goods and services</i> and the responsibility to pay for them. The <i>extra</i>								

costs will be added to your school account and must be paid by the end of each term. We do not accept upfront cash payments for *Extra goods and services*

Examples of *Extra goods and services* include school tours, extra-curricular activities, text books, and stationery.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

What you must pay

16. You must pay all *fees* that apply to your *child* attending the school.

When you must pay

17. You must pay the *fees* on or before the dates set out in the Fee Structure.
18. At your *child's* first enrolment at the school and at the beginning of each school year, you may choose to pay the school *fees* yearly or monthly. We will let you know in advance when the school *fees* go up.
19. If you are not sure about how much you must pay and by when, please speak to us. We will give you a written explanation of how the *fees* work.

How you must pay

20. For the Registration Fees you must pay by EFT into our bank account.
21. If you pay the school *fees* portion yearly, you must pay by EFT into our bank account by the date given in the Fee Structure.
22. If you pay the school *fees* monthly, you give us permission to collect *fees* from your bank account by debit order. The details of the bank account to be **debited** are given in annexure "A" or EFT Deposit into the school account.

When fees go up

23. We review the *fees* from time to time and may increase them by an amount we consider reasonable. We will aim to give you at least two calendar months' notice of any increase in the *fees* due for a particular term. You have a right to cancel this contract if the increase in school *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 school *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.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

The responsibility to pay remains with the parents or legal guardian

24. Even if you have nominated a *payer* to pay the *fees*, you remain responsible to pay the *fees* if we do not receive payment from the *payer*. By signing this contract, you accept responsibility for payment in your personal capacity both as a surety for the *payer* and as a co-principal debtor with the *payer*. A surety is a person who takes responsibility for another's person's contractual duties. A co-principal debtor is a person who steps into the place of the main debtor if the main debtor does not fulfil their contractual duties.

Advance payments

25. You agree that we may deposit any *fees* you pay in advance and hold them according to the *Consumer Protection Act*. We have the right to treat interest generated from the deposited *fees* as income for the school. This means if we do refund *fees* you paid in advance for any reason, we will not pay you any interest on the refund.

Late payments

26. You accept that if any instalment of a fee is not paid in time, you are responsible to pay immediately the full amount of all *fees* you owe to us. 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 we do allow it for one late payment, it does not mean we must allow it for other late payments.

There is interest on late payments

27. We may add interest to any late payments. The rate of interest is the maximum rate of interest for incidental credit as set out in the *National Credit Act, 2005*. 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 that the interest applies to, we will add interest to the interest in the following month. The same interest rate will apply.

Other costs we can recover from you for late payment

28. Under the *National Credit Act*, we are also entitled to recover:
- a) Late payment administration costs (called default administration costs);
 - b) Collection costs;
 - c) Legal costs on the attorney-and-own-client scale;
 - d) Collection commission.

You must pay any debt when we demand it

29. If money is owed to us (the debt) at any time during or after this contract, you must pay the debt when we demand it. We will give you a certificate signed by the bursar that shows the amount owed. You accept that the certificate is sufficient evidence without further explanation of the amount you owe to us and the date by when the debt is due (this is known as prima facie proof). If you dispute the amount that you owe or the date by when you must pay, you must prove that the amount is not owing or that it is not owing by the date shown on the certificate.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

To co-operate with the school

30. To fulfil our duties to you, we need your co-operation. In addition to the specific duties set out in this contract, you must:
- a) Encourage your *child* in their studies, and give appropriate support at home;
 - b) Keep us informed of matters that affect your *child*;
 - c) Attend school and parent meetings;
 - d) Keep a courteous and positive relationship with our staff.

To make sure your *child* complies with the Codes of conduct

31. You must make sure that you and your *child* comply with the school's *Code of conduct*. These are the rules approved by the school's Board of Governors that we require pupils to obey for proper management, safety and good discipline. A copy of the *Code of conduct* is given to each *child* when he or she enters the school and is also sent to the parents when the *child* is offered a place at the school. You and your *child* will be informed of any changes that we make to the *Code of conduct* from time to time.
32. The *Head* may decide to suspend or expel your *child* from the school if he/she does not comply with the *Code of conduct*. The school's *Code of conduct* gives examples of the type of offences that may lead to a pupil being suspended or expelled. The examples are not a closed list. A pupil may be suspended or expelled for offences that are not given in the examples, or for lesser offences where previous misbehaviour or the circumstances of the case otherwise justify the action. Before expelling a *child*, the school will always follow proper disciplinary processes.

To remove your *child* from the school when suspended or expelled

33. If your *child* is suspended after a proper disciplinary process, you must remove your *child* either immediately or at a specified date depending on what the *Head* considers reasonable in the circumstances.
34. In cases where a disciplinary process is contemplated but not yet started, the *Head* may suspend your *child* from the school. This suspension might be for any number of reasons 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 for this period.
35. If your *child* is expelled after a proper disciplinary process, you must remove your *child* either immediately or at a specified date depending on what the *Head* considers reasonable in the circumstances.
36. We do not have a duty to give you a full term's written notice if we expel or suspend your *child*. You will lose your deposit if your *child* is suspended or expelled. However, we will refund any school fees you have paid in advance for the next term or terms.

Clauses 31 to 36 have been drawn to my attention and I confirm that I understand and accept the legal consequences of them according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

To inform us if your *child* has special needs

37. You understand that we do not have the facilities and resources to provide high quality education to *children* with special needs. You have a duty to tell us in writing, before your *child* is enrolled at the school, 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.
38. If the *Head's* reasonable opinion is that we cannot, or can no longer, provide adequately for your *child's* special needs, we may cancel this contract (see paragraph 5.1).

To be responsible for your *child* outside school hours

39. We will tell you 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.

To take care of your *child's* property

40. You and your *child* are responsible for taking care of their property. You accept that we are not responsible for the loss, theft, damage or destruction of any property your *child* brings onto the school premises. This includes school clothing, sport equipment, books, bags, cell phones, head phones, iPads, games, or any personal possessions. We are responsible for that property only if we or our staff are in physical possession of it and the loss, theft, damage or destruction happens because one or both of the following takes place:
 - a) We or our staff treated the property as our own;
 - b) 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, safeguarding or using the property.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

Section C: The school's duties under this contract

To exercise reasonable skill and care

41. While your *child* is a pupil at the school, we undertake to exercise reasonable skill and care for his/her education and well-being. Our 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 we have organised.
42. Unless you write to us in advance with the specific purpose to withhold your consent, you consent to your *child*:
 - a) Taking part in supervised school activities. These activities may include contact sports and sports or activities with some risk of physical injury;
 - b) Travelling to supervised school activities that take place outside of school premises.
43. We will take reasonable care to avoid loss, damage, injury or death to your *child*. Unless we are so careless as if we had intended the harm (known in law as gross negligence), we are not responsible for the loss, damage, injury or death that results from your *child* taking part in these activities. You accept

the legal responsibility for any claims for loss, damage, injury or death that result from your *child* taking part in these activities.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

To watch your *child's* progress and report to you

44. We watch 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 your *child* may have. We can arrange a formal assessment of your *child* by an appropriate expert. You will be responsible to pay for the formal assessment. You may also choose to arrange the formal assessment yourself.

To protect personal information about you and the *child*

45. When you apply for your *child* to be enrolled at the school and when you sign this contract, you give us personal information about you, your *child* and the *payer*. We undertake to protect this personal information according to our privacy policy, which is set out in the clauses below.
46. We may not distribute or publish any personal information about you, your *child* or the *payer*, unless you give us your consent in writing. If this is the case, we may only distribute or publish the information specified in your consent and only to the people and for the purpose stated in your consent.
47. When you sign this contract, you give us your consent to:
- a) Collect, store and share credit information about you, the *payer*, and any divorced or separated parent responsible for paying *fees*;
 - b) Inform any other school or educational institution to which you propose to send your *child* of any outstanding *fees*;
 - c) Collect and store names and contact details about yourself and your *child*;
 - d) Share names and contact details about yourself and your *child* with other parents, legal guardians, staff or other people we authorise for school-related purposes. We undertake to only share this information to the extent needed to:
 - manage relationships between the school, the parents, the legal guardians, and the current pupils;
 - provide references;
 - communicate with the body of former pupils.
 - e) Include photographs, with or without name, of your *child* in school publications, or in press releases to celebrate the school's or your *child's* activities, achievements or successes;
 - f) Supply information and a reference for 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 fair. However, we are not responsible for any loss you or your *child* may suffer from correct statements of fact we make or opinions we reasonably give.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

48. If at any time you wish to withdraw your consent, you must write to us to let us know.

Section D: Ending this contract

When the contract ends automatically

49. 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. This contract therefore continues indefinitely until that time unless it is ended in terms of this contract.

When you may cancel the contract

50. You have the right to cancel this contract at any time and for any reason. To do this, 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* instead 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, capacity planning and 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 appropriate notice. If you chose to pay school *fees* yearly or if you have paid any extra costs in advance, we will credit those amounts to your account.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

When we may cancel this contract

51. We have the right to cancel this contract at any time and for any reasonable reason. To do so, we must give you a full term's notice in writing of our intention to end this contract. At the end of the term in question, you must remove your *child* from the school. We will refund to you any *fees* you have paid in advance less any amounts you owe to us.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

52. If we cancel the contract, we do not lose our rights to claim other amounts or action from you. If you or your *child* commits a material breach of the contract and does not fix the material breach within 20 business days of receiving notice from us to do so, then we have the right to:
- Cancel the contract immediately and without notice to you;
 - Ask you to immediately remove your *child* from the school;
 - Keep all amounts you have paid in advance;

- d) Claim additional amounts from you including an amount called damages. The damages will be equal to a term's *fees* at the time of cancellation.

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

- a) Fail to uphold the school *policies*;
- b) Fail to pay any *fees* by their due date;
- c) Fail to fulfil any legal requirements necessary for your *child* to attend school in South Africa, for example, not obtaining a valid study permit for your *child* if he or she is a foreign citizen;
- d) Act in such a way that you or the *child* become seriously and unreasonably uncooperative with the school and in the opinion of the *Head*, your or your *child's* behaviour negatively affects your *child's* or other *children's* progress at the school, the well-being of school staff, or brings the school into disrepute.

Section E: Disputes

Address for delivering legal notices and processes to you

53. You choose the residential address set out in annexure "A" 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. An example of a legal process is a summons, which is a document the sheriff of the court serves to start legal proceedings.

Alternative dispute resolution

54. Except for our claims for liquidated debts, all disputes arising out of this contract must be resolved according to the process set out below. A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute. Refer to paragraph 55 below for claims for liquidated debts.

Process for resolving disputes

- 1) The concerned 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 5 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 by the end of the 5th day.
- 2) The representatives must try to resolve the matter through negotiation with each other. If negotiations do not reach a resolution within 15 days, either party may then within 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 or body nominated in writing by it in its stead.
- 3) If mediation fails, any party may then within 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 10 days of the referral, by AFSA) as an expedited arbitration in Addo/Sunland under the then current rules for expedited arbitration of AFSA.
- 4) This clause does not stop either you or us from access to an appropriate court of law for interim relief for urgent matters by way of an interdict or a court order called a mandamus while finalising the dispute resolution process.

- 5) This clause is a separate agreement from the rest of this contract and remains in effect even if the contract ends for any reason.

Bringing legal action in the Magistrate's Court

55. You agree that we may start legal proceedings to recover any liquidated debts you owe to us in any Magistrate's Court that has the authority (called jurisdiction) to hear the matter. This is in terms of sections 45 and 28 of the Magistrates' Courts Act (Act No 32 of 1944). A liquidated debt is one where the existence of the debt and the amount of the debt are not in dispute.

South African law

56. South African law governs this contract.

Section F: General

Information you give us is complete and true

57. You confirm that any information you give to us 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.
58. You undertake to inform us in writing of any changes to the information contained in this contract.

When we may change the terms and conditions of this contract

59. We have the right to change these terms and conditions from time to time for legal, safety or other valid reasons or to ensure the proper delivery of education at the school. The school will give you at least a two calendar months' notice of any changes. You have a right to cancel this contract if the changes to the terms and conditions are ones you do not agree with. If you do cancel for this reason, you will not lose your deposit or any school *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 change. 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.

This clause has been drawn to my attention and I confirm that I understand and accept the legal consequences of it according to clause 12 of this contract.

Mother	Father	Legal guardian	Payer

Each term and condition is separate

60. Each term and condition contained in this contract is separate from the other terms and conditions. This means if a court or consumer commission decides that any term or condition is unfair or illegal and, therefore, unenforceable, the remaining terms and conditions of the contract will remain valid.

Annexure "A" Details of parents, legal guardians and *payers*

	First person responsible for payment of <i>fees</i>	Second person responsible for payment of <i>fees</i>
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		