



## AGREEMENT OF TUITION

### Definition of terms

“Parent/s” refers to one or both biological parents or guardian/s. It is important to note that guardians must provide a letter from the parent/s to the effect that they are acting in this capacity or must provide a court order indicating this fact.

“Person responsible for the account.” In some cases, the parent/s and/or guardian/s may not be the person responsible for the account. Where this is the case, please ensure that this person/s details are provided. Ultimately it is the parent/s and/or guardian/s responsibility to ensure this information is correct.

“School fees” refers to school fees owing to the school for tuition received/receiving and all the additional costs of services provided by a third party or the school itself. These costs include eBooks, excursions, camps, sports events, Eisteddfod, public speaking etc.

“Cancellation and administration fee” refers to the costs incurred by the school when a parent has fallen behind in their school fees and the school has followed certain processes including notifications on Jumping Fox, telephone calls, emails, SMS’s and has had to prepare the necessary documentation to hand over the account to the Debt Collectors.

### **The agreement**

\_\_\_\_\_ (both Parents)

(Full Names and Surname jointly referred to as 'the Parent/s')

\_\_\_\_\_ (or Guardian)

(Full Names and Surname jointly referred to as 'the Parent/s')

### **Whereas:**

The parent is desirous of having their child, \_\_\_\_\_ admitted to the school.

(FULL NAME AS PER ID/ BIRTH CERTIFICATE)

The parties are desirous of recording the **terms and conditions** on which the learner will be educated and trained by the school.

**Now therefore the parties agree as follows:**

## **1. School fees**

1.1. The monthly school fees, payable in advance, together with such other costs as may be invoiced, will be payable by the parent to the school monthly, on or before the 7<sup>th</sup> of each and every month, for 11 months.

1.2. In the event of the parent failing to pay the school fees on the date stipulated, it will result in an additional cancellation and administration fee, being added to the account. This cancellation and administration fee will be annually determined by the Financial Board of the school.

1.3. The Financial Board of the school shall have the right to amend the school fees. Parents will be informed through the school's various social media platforms and in compliance with point 2.1 will be given a notice period of 3 (three) months.

1.4. In the event of the parent failing to pay school fees and legal action becoming necessary, the parent shall become liable for payment of the school's legal costs on the scale as between attorney and client.

1.5. There shall be no entitlement to any rebate of fees if the learner is absent for any portion of a term owing to illness or any other cause.

1.6. Rebates on lump sum payments and the discount for siblings will be withdrawn if the payment is not paid timeously, resulting in the school fees reverting to the school fees determined annually, payable over 11 months.

1.7. If a parent has been given a rebate on a lump sum payment covering the school fees for a year, and the learner is removed from the school during the year, the benefit of the rebate no longer applies. The residue of the money will be paid back to the parent, calculated at the rate of the school fees over eleven months.

1.8. Should monthly payments not be received timeously, a process for the collection of the outstanding monies will be instituted. The account will incur a cancellation and administrative fee for the process followed up to that point, and the preparation of the various documents required when the account is handed over to a designated Debt Collector.

1.9. Should a learner leave any time before the end of the year, the parent/s is responsible the additional costs such as textbooks, eBooks etc. because third party payments are made upfront by the school.

1.10. Parents need to be aware that once the account has been handed over, the school can not interfere with the Debt Collector's processes.

1.11. There are two methods of payment:

- via EFT (**Please make sure the correct reference is stated. E.g. Learner's name and surname.**)
- via credit/debit card. (The school does have a swipe machine on its premises.)

## **2. Duration of agreement**

This agreement shall commence on the date of signature hereof.

2.1. The parent shall be entitled to cancel this agreement with at least three months' prior written notice, submitted via email to the accounts department of the school. If failing to do so, the school is entitled to charge for the full three months' notice period as required from the time it receives such notice. Likewise, if the school elects, for any reason, to terminate these arrangements, then it may do so on giving the parent a written three months' notice of its decision, unless there are extenuating circumstances such as a disciplinary enquiry, which results in a learner being excluded from the school with immediate effect.

2.2. In the event of the parent failing to give the required notice of cancellation mentioned in paragraph 2.1 above, the parent shall remain liable for the prescribed school fees for the cancellation and administration fee.

2.3. In the case of a learner being excluded, and if the account is in arrears, the account needs to be settled in full immediately or the cancellation and administration fee will be added to the account before being handed over to the Debt Collector.

2.4. Parents not re-enrolling their child for the following year must notify the school by **30 September** of the previous year of their intentions to do so. Failing to meet this deadline will render the parent/s liable for the cancellation and the administration fee.

### 3. Undertaking by parent

The parent/guardian undertakes:

3.1. To ensure that all the information provided to the school, for example in the Application Form and the Administration Form, is true, accurate and correct.

3.2. To ensure that the learner is at school on time each day.

3.3. To ensure that the learner complies with the school uniform requirements, that his/her appearance is neat and in compliance with the guidelines and policies of the school.

3.4. To remain informed of the school's policies, procedures and rules as they appear on the various school's social media platforms including, but not exclusive to, the school's website, Facebook, Instagram, D6 etc. and parents' evenings.

3.5. To notify the school's accounts department **and** reception, via email of any change of address, email address, cell number, marital status (If divorced, a copy of the divorce decree), physical address, employer's details etc.

3.6. To ensure the learner abides by the school's policies and Code of Conduct.

3.7. To keep open lines of communication with the school and staff.

3.8. To ensure the learner has the required **tablet and/or textbooks** in order to enable the school to be able to execute its responsibilities effectively.

3.9. Should a learner change subjects during the year, additional costs to affect the same will be for the parents account.

3.10. Generally, to do all the parent can, to ensure that the parent's association with the school is a healthy and happy one.

**NOTE: It is incumbent upon the guardian to provide proof of guardianship either by providing a letter from the parent/s or a court order indicating the same.**

Signature: \_\_\_\_\_

(Parent Father/ Guardian)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

(Parent Father/ Guardian)

Date: \_\_\_\_\_

### 4. Tuition of learner

4.1. The school shall provide tuition to the learner in accordance with the curriculum and syllabus described by the school from time to time.

4.2. The principal may require a parent to withdraw a learner with immediate effect in cases of serious or repeated misconduct, where a disciplinary enquiry excludes a learner, or where, in his or her opinion, it is in the interest of the school or learner or both.

4.3. If a learner is excluded from the school after a disciplinary inquiry has taken place, the learner will be excluded from the school with immediate effect.

## 5. Disciplinary matters

5.1. All disciplinary matters pertaining to the education and training of the learner in all its facets shall vest in the Principal of the school, in a person authorised by the Principal or in a person authorised by the Elders of Calvary Christian Church.

5.2. Control, exclusion, suspension and discipline of the learner shall be in accordance with the constitution of the school, policies, letters, information on the D6 and/or rules and regulations set by the Elders or Calvary Christian Church.

## 6. Indemnification

6.1. The parent indemnifies the school, its employees, its officials and other learners against any injury, harm or other loss caused to any person, as a result of the conduct of the learner.

6.2. The parent exempts the school, its employees, its officials and other learners from liabilities on account of any injuries to, or illness of, the learner, unless negligence can be proved. The parent agrees and consents that the school or any of its teachers may consent to any operation or medical treatment of the learner, should such consent be required for medical reasons on an urgent basis and should it not be possible for the parent to be contacted immediately.

6.3. I hereby consent that he/she may attend any excursion organised by the school. I understand that he/she will sometimes have to travel by bus or taxi to different venues. The school will use the best transport available at the lowest cost. I accept that the school will take the necessary precautions to ensure the safety of my child. I will, however, not hold the school responsible in case of an accident, loss of limb or life, or any other damages to her/his person or property. In addition, if a parent / guardian has not returned the consent form and made the necessary payment by the cut-off date, their child will not be permitted on the excursion.

## 7. Breach

7.1. The parent shall be deemed to be in breach of this agreement in the event of failure by the parent to comply with the terms stated in this agreement and after the parent has failed to remedy such breach, within 7 (seven) days after a written notice of breach had been dispatched by the school to the parent at the parent's chosen domicilium citandi et executandi (Physical address where documents can be served) recorded within or to the parent's current email address and/or a SMS.

7.2. ***It is the parent's responsibility to notify the school of change to their email address or status, physical address or employment etc. (See 3.5)***

7.3. A school account issued by the school's accounts department, as to any amount owing by the parent to the school as to any other fact arising out of this agreement shall be prima facie (On face value) proof of all facts stated in the school account and it will not be necessary to prove the appointment of the employee of the school who issued the school account. Such a school account shall be a liquid document for the purposes of provisional sentence or summary judgment proceedings against the parent/s.

**NOTE:** Where there has been a breach of this agreement, the account will incur a cancellation and administration fee in lieu of the parent/s being in breach of the Agreement of Tuition.

## 8. General

8.1. No alteration, cancellation, variation or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties to this agreement or their duly authorised representatives.

8.2. The parent hereby chooses domicilium citandi et executandi (Physical address where documents can be served) for all purposes whatsoever at the address or the parent's current email address. The parent shall be entitled,

by written notice to the school, to change his chosen domicilium (Physical address) and email address provided that the change shall only become effective 7 (seven) days after service on the school of the said notice. (See point 3.5)

Who is responsible for for the account of parent/s or guardian/s:

Parent/Guardian 1:	
Name and surname:	
Cell no.:	
Work no.:	
Physical Address:	
Signature:	

Parent/Guardian 2:	
Name and surname:	
Cell no.:	
Work no.:	
Physical Address:	
Signature:	

8.3 The signatories to this agreement will be jointly and severally in solidum (Together with) be liable to the school for the due performance of all parents' obligations in terms hereof.

The parties, being Calvary Christian College and the parents/guardians of the said learner/child, have read, understood and therefore accept this Agreement of Tuition, as binding upon them. The facts provided in this document are deemed as true, accurate and correct.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
I.D Number \_\_\_\_\_

**Signature: Parent Father/Guardian/s: (Person/s responsible for account)**

\_\_\_\_\_  
I.D Number \_\_\_\_\_

**Signature: Parent Mother/Guardian/s: (Person/s responsible for account)**

Signed on behalf of Calvary Christian College by:

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Print Name of Representative)

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(Signature of school representative)

# POLICIES AND AGREEMENTS

## Policies and Agreements: Parents

I/We have read and understood the contents of the policies as released on the D6 and agree to abide by the same. I/We undertake to comply with the rules, regulations and decisions of the school, and any amendments thereto, which may be applicable to learners and parents in general. I/We declare that I have/will peruse the applicable school rules and policies. I accept these as binding on myself as parent/guardian and the learner/s concerned.

- I acknowledge that these are subject to change, but the latest version will be available on the school's media platforms.
- I hereby acknowledge it is my responsibility to remain familiar with these documents.

Signature: \_\_\_\_\_  
(Father/Legal Guardian)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Mother/Legal Guardian)

Date: \_\_\_\_\_

## Policies and Agreements: Learner

- I have read the school policies and the discipline code as it appears on the D6.
- I hereby agree to abide by the content of these documents.
- I hereby acknowledge it is my responsibility to remain familiar with these documents.
- I acknowledge that these are subject to change, but the latest version will be available on the school's media platforms.

I understand that this form remains in effect until the day I exit the school either in grade 12 or if I withdraw from the school before the end of grade 12.

Signature: \_\_\_\_\_  
(Parent's signature: For Grade (R-1) learners)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Learner's Signature: For Grade (2-12) learners)

Date: \_\_\_\_\_

## DECLARATION AND UNDERTAKING

### Photos / Social Media

I hereby grant permission for my child to be photographed participating in class projects and events and for the photographs to be included on the school's website, school magazine, Facebook and other electronic and social media.

### Calvary Christian Values

I undertake to uphold the values of Calvary Christian College whenever I am involved in school related functions or activities. I will also be available to attend parents' meetings and functions to support the education of my child. I will respond timeously to letters, e-mails, SMS's and calls made by the school.

### Declaration and Undertaking

I declare that the particulars furnished on this form are true and correct.

Signature: \_\_\_\_\_  
\_\_\_\_\_ (Father/Legal Guardian)

Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Father/Legal Guardian)

Date: \_\_\_\_\_