COUNTRY HOUSE SCHOOL

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COUNTRY HOUSE SCHOOL

CONTRACT OF ENROLMENT

Between Country House School and the Parents

> ♻️ **Don't print – go green and read from your screen! Please complete this form electronically, using a digital signature if possible.**

ENROLMENT CONTRACT

amongst

Country House School

(the "School")

and

Parent full name and surname	
Parent identity number	

and

Parent full name and surname	
Parent identity number	

(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 Student/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 School.

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 School or a third party; and/or
- may create risk or liability for the Parent; and/or
- may require the Parent to indemnify the School 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 School in terms of the Consumer Protection Act.

LETTER OF INTENT

ELECTRONIC SIGNATURES

Your intentional action in electronically signing, initialling or completing this contract is valid evidence of your consent to be legally bound by this contract, in accordance and in terms of the Electronic Communications and Transactions Act, 2002 (ECTA).

You are solely responsible for reviewing and understanding all of the terms and conditions of all the related documentation and policies on application for each student.

If more than one individual has electronically completed, signed and initialled this contract and agreement, your obligations will be joint and several.

The electronically stored copy of the signed documentation will be considered true, complete, valid, authentic and enforceable record of the clients agreements, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

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

Parent 1 signature	
Parent 2 signature	
Third party signature	
Date	

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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 School from time to time;

1.3 "Board" means the body of people authorised by the School's constitutional documents to jointly supervise, govern the School, including but not limited to the School Governing Body (SGB), director/s, trustees, mentors or governors;

1.4 "Contract" means this document, including its annexures, any Policies, as amended from time to time;

1.5 "Consumer Protection Act" means the Consumer Protection Act, No. 68 of 2008;

1.6 "Admission Fee" means an amount of money paid by the Parent/s to the School, per family, which is non-refundable, non-transferable and a once off amount that will be used for the application process and fees applicable for access to a parent/s consumer profile on the data base held by the relevant credit bureau/s, should your application not be successful the amount paid is not refundable;

1.7 "Registration Fee" means the amount of money payable by the Parent/s to the School, which is non-refundable, non-transferable and a once off, per student to cover all the administrative costs involved in registering a Learner at the School and which may include an initial contribution to the development and capital costs of the School;

1.8 "Fee" means any amounts owing to the School for a Learner's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to the Parent in advance and may include, but are not limited to, the:

1.8.1 Admission Fee and Registration Fee;

1.8.2 School Fees;

1.8.3 Printing & IT Levy, which includes consumables; and

1.8.4 Additional Fees,

additional information in respect of the Fees is set out in Annexure D of this Contract;

1.9 "Heads of School" means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;

1.10 "Income Tax Act" means the Income Tax Act, No. 58 of 1962;

1.11 "Learner or Student" means the child (of any age) admitted by the School 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";

1.12 "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;

1.13 "Material Breach" means a breach that is material in the context of the overall arrangements between the School, 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):

1.13.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;

1.13.2 fail to pay any fees by their due date;

1.13.3 fail to fulfil any legal requirements necessary for the Learner to attend school in South Africa;

1.13.4 act in such a way that the Parent or the Learner (as applicable) become uncooperative with the School and, in the reasonable opinion of the Head of School, the Parent or the Learner's behaviour negatively affects the Learner's or other learners progress at the School, the well-being of School staff, or brings the School into disrepute; or

1.13.5 the School 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 School;

1.14 "NCA" means the National Credit Act, No. 34 of 2005;

1.15 "Parent" means a parent, step parent or guardian of a Learner, who has signed this Contract and whose details appear in Annexure B;

1.16 "Parties" means the Parent/s and the School;

1.17 "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;

1.18 "Policies" means the rules and principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies include (but need not be limited to) the School Rules; the Code of Conduct (including the grievance procedure for parents); the Fee Policy; the Debtors' Management Policy; the Aftercare Policy; the Assessment, Moderation and Promotion Policy; the Homework Policy; the Appeal Policy; the Child Protection Policy; the Data Management Policy; the Stationery and Consumables Policy; the Uniform Guidelines; and the Terms and Conditions of the School. All Policies are available on the School's website and on request;

1.19 "POPI Act" means the Protection of Personal Information Act, No.4 of 2013;

1.20 "School" means Country House School;

1.21 "School Fees" means the amount of money payable by the Parent/s to the School in connection with a Learner's education, excluding any Admission Fee, Registration Fee, Printing & IT Levy or Additional Fees;

1.22 "School Rules" means the rules of the School, a copy of which is provided to each Learner on entry and is sent to Parents with the letter offering a place at the School, 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 School;

1.23 "Magistrate's Court Act" means the Magistrates' Courts Act, No. 32 of 1944;

1.24 "Term" means the period of the academic year during which the School holds classes and co-curricular activities, as notified to Parents from time to time;

1.25 "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.

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

2.1 The Parents acknowledge and accept that the School is acting as experts in education, and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Learner in the School, 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 School, as articulated in the School'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 School are incompatible with those of the Parents or the Learner, the Parents undertake to withdraw the Learner from the School 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 School activities that may include any and all religious and / or cultural practices established by the School 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 School 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 SCHOOL

3.1 The admission and enrolment of learners to the School is at the sole discretion of the School who may not grant the Learner admission to the School and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the School may impose. The School 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 School and also regulates the relationship between the School, the Learner, the Parents and/or a Third Party once the Learner is admitted and enrolled with the School. Subject to clause 3.1, nothing in this Contract should be interpreted as a representation or warranty made by the School that the Learner will be admitted to and enrolled with the School.

3.3 While the Learner remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when the Learner is permitted to be on School premises or is participating in activities organised by the School.

3.4 Unless the Parents write to the School in advance with the specific purpose to withhold their consent, the Parents consent to the Learner:

3.4.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury;

3.4.2 travelling to supervised School activities that take place outside of School premises.

3.5 The School will take reasonable care to avoid loss, damage, injury or death to the Learner. The School will not be responsible for any loss, damage, harm, injury or death that results from the Learner taking part in any School activities, unless it was caused by the negligence of the School or its staff.

3.6 The School shall monitor the Learner's progress at the School and produce regular written reports. The School will advise the Parents if the School has any concern about the Learner's progress, but the School does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by the Parents or by the School at the Parents' expense.

3.7 The Parties take cognisance of the limitations of the School'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 School, in their capacity as professionals and experts in education and after following due process, the School cannot, or can no longer, provide adequately for the Learner's special educational needs, the School may not offer enrolment with the School or may cancel this Contract in terms of clause 11.3.

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

Parent 1 signature	
Parent 2 signature	
Third party signature	
Date	

4. DISCLAIMERS AND INDEMNITY

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

4.1.1 the School or its staff treated the property as their own; or

4.1.2 the School 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 School, the Board, the Heads of School 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 School shall be liable and liability will not be excluded under this clause 4.2 in respect of loss occasioned by negligence and/or wilful misconduct attributable to the School, the Board, the Head of School 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 School, 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 School activities and programmes outside the School. Subject to the School taking reasonable care to avoid harm and save for any negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the School 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 signature	
Parent 2 signature	
Third party signature	
Date	

5. PARENT'S GENERAL OBLIGATIONS

5.1 The Parents will inform the School 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. and remove the Learner to another school if after a proper assessment the School concludes that it is unable to remediate the Learner adequately or at all and another school would be better suited for this purpose, and the Head of School requests the move to be undertaken.

5.2 In order to fulfil the School's obligations, the School 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 School informed of matters which affect the Learner; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where the Learner's interests require the Parents to do so.

5.3 The Head of School 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 School so unreasonable as to affect or likely affect the progress of the Learner or another learner (or other learners) at the School or the well-being of the School staff or to bring the School into disrepute.

5.4 The Head of School may, if it is justifiable to do so, require the Parents to remove or may suspend or expel the Learner from the School, if he/she considers that the Learner's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Head of School the Learner's removal is in the School's best interests or those of the Learner, other learners or the wider School 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 School exercise this right, the Admission and Registration Fees will be forfeited where:

5.4.1 the School is unable to fill the vacancy created by the Learner; and

5.4.2 the School has incurred, or will incur, reasonable costs for administering the Learner's enrolment or removal from the School.

5.5 When the Head of School 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 School 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 School 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 signature	
Parent 2 signature	
Third party signature	
Date	

6. POLICIES OF THE SCHOOL

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 School undertakes to make copies of all Policies available on request and free of charge, on the School's website and on d6.

6.2 The Parents undertake to comply with all the rules and regulations of the School 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 School or not, after the notified finishing times of any school activity/event/function and that they will ensure that the Learner obeys all school rules and policies where they apply to the Learner.

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

Parent 1 signature	
Parent 2 signature	
Third party signature	
Date	

7. ACCEPTANCE, ADMISSION AND REGISTRATION FEES

7.1 An offer of a place for a Learner at the School is accepted by the Parents signing this Contract and (if applicable) paying the Registration Fee.

7.2 If, subsequent to entering into this Contract, the Learner does not take up a place at the School (save for by reason of death or long term hospitalisation) the Parents will not be refunded the Admission or Registration Fee. The Admission and/or the Registration Fee will be kept by the School as a reasonable cancellation fee for the Learner's withdrawal.

7.3 If the Registration is not payable and subsequent to entering into this Contract, the Learner does not take up a place at the School (save for by reason of death or long term hospitalisation) and the School 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 School 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.

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 School. The Parents also acknowledge that the Fees are payable in advance. Any Fee or other amounts of money owing by the Parents to the School 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 School determines from time to time in its sole discretion. Interest not paid to the School 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 School 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, school tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this Contract. Any such Additional Fees will be added to the School account.

8.4 The Parents confirm that a certificate signed by the bursar, business manager or Head of School showing the amount owing by the Parents or the Third Party 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 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 School of any amounts which are owing and may at any time become owing to the School 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 School 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 school year) whether to pay School Fees annually, quarterly or monthly, the total costs of which will be set out in the Fee Policy and communicated to the Parents on enrolment and in advance of any increase in School Fees.

8.8 The Parents authorise the School 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 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.

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 School 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 signature	
Parent 2 signature	
Third party signature	
Date	

8.10.2 The Heads of School 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 School in respect of any Fees due and payable in terms of this Contract before and after any decision of the Head of School 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 School in terms of the common law, statute or this Contract.

8.11 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parents at least two calendar months' notice of any increase in the fees. The Parents have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parents no longer wish to pay, provided that the Parents give the School written notice of that intention, clause 11.2 will apply, the Parents will be required to provide a full term's notice or pay a term's fees in lieu of notice. Parents acknowledge when signing the contract that they will automatically become responsible and liable for any fees, annual increases or changes made to our policies, unless written notice or communication has stated otherwise.

9. PROTECTION OF PERSONAL INFORMATION

9.1 By entering into this Contract, and unless the Parents at any time instruct the School expressly and in writing to the contrary, the Parents' consent is given for the School to:

9.1.1 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 School for School-related purposes to the extent required for the purpose of managing relationships between the School, parents/guardians, and current learners as well as providing references and communicating with the body of former learners; and

9.1.2 supply information and a reference in respect of the Learner to any educational institution which the Parents propose the Learner may attend. The School 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 School 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 School.

10. LEARNER INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Learner may, during their time at the School, create, invent or develop Learner Intellectual Property. Any rights to the Learner Intellectual Property are not transferred to the School 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 School 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.

11. TERMINATION AND NOTICE REQUIREMENTS

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

11.2 The Parents have the right to cancel this Contract at any time, for any reason, provided that you give the School a full term's notice, in writing, of this intention before the withdrawal of the Learner from the School. Please complete the TERMINATION NOTICE LETTER and submit via email to the bursar. 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 Parents 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 discounts granted and amount payable in lieu of the appropriate notice. (further refer to our calendar provided on the Fee Policy)

11.3 The School 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 School, and the School 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 School by you.

11.4 AFTERCARE/FULL DAY FEES: The Parents have the right to cancel at any time, for any reason, provided that you give the School a full term's notice, in writing, of this intention. While changing to full-day is permissible at any time, (pro-rata costs will be calculated in such instances) adjusting to half-day is not. Aftercare is an optional service, separate from tuition, and only learners whose aftercare and full-day fees are paid may attend aftercare. If aftercare fees are not paid by the 7th day of the month, the School may suspend the learner's aftercare place after giving the Parents 7 (seven) days' written notice. This does not affect the learner's schooling, and does not reduce the Parents' liability for fees already due. The aftercare place will be restored once the account is paid in full, subject to space being available.

11.5 Parents are reminded that the notice/cancellation period does not fall away if a student is evicted/suspended for reason of non-payment, and/or for any other reason whatsoever. In the event that short notice is given and/or children are removed from the school prior to expiration of the cancellation period, the cancellation fee shall immediately become due, owing and payable.

11.6 The School 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 School requiring the Parents to remedy the breach. The School 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.

BREACH AND DEFAULT

11.7 CHS reserves the right to take any/all necessary and appropriate actions to recover unpaid debts, including but not limited to protect its interests in the event of non-payment, including but not limited to: - Placing your account in collections; - Reporting your debt to credit bureaus, which may negatively impact your credit score; - Exercising its rights to blacklist you, which may limit your ability to conduct business with CHS in the future. By failing to make payment, you acknowledge that CHS may take these measures to recover the debt and protect its interests.

12. ALTERNATIVE DISPUTE RESOLUTION

12.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause 12.

12.2 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.

12.3 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 (South Africa) or its successors-in-title.

12.4 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.

12.5 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 12.3, 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).

12.6 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 George, Western Cape; (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).

12.7 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.

12.8 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.

12.9 Nothing in this clause 12 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.

12.10 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 signature	
Parent 2 signature	
Third party signature	
Date	

13. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL

13.1 The Parents undertake that they shall not, and will procure that the Learner shall not:

13.1.1 engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:

13.1.1.1 could have an adverse impact on its reputation or public image, or involve it in a public controversy; or

13.1.1.2 are in breach of the School's Policies, ethics, mission and values;

13.1.2 disclose the personal details of the School's employees, other Parents and/or Learners;

13.1.3 disclose any confidential information relating to the School, including any details surrounding disputes as contemplated in clause 12;

13.1.4 raise, allude to, or publicise any disputes or grievances pertaining to the School 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 12.

13.2 Failure to adhere to this clause 13 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 signature	
Parent 2 signature	
Third party signature	
Date	

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

14.1 The School 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.

14.2 The Parents are required to complete Annexure C to give or deny the School consent to make use of the media contemplated in clause 14.1.

15. GENERAL

15.1 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 School to you.

15.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the School 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.

15.3 The Parents undertake to advise the School in writing of any changes to the details included in this Contract.

16. 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 School, 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 School 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 12.

17. VARIATIONS

The School reserves 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 School. The School will give the Parents at least a term’s notice of any such modifications.

18. PARTIAL INVALIDITY

18.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone 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.

18.2 It is a condition of attendance at the School that the Parents sign in the space provided. The School Board may at its discretion consider this declaration and this Contract to be null and void if this document is altered in any way.

Signed at	
Date	
Parent 1 signature	

Signed at	
Date	
Parent 2 signature	

Accepted by the School

Signed at	
Date	
Head of School signature	

19. PARTICIPANTS AGREEMENT, INDEMNIFICATION, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY WAIVER

In consideration of the services offered at Country House School, together with all agents, owners, managers, successors, affiliates, sponsors, landlords, partners, investors, participants, volunteers, employees, and all other persons or entities acting in any capacity on behalf of the previously named company, collectively referred to as Country House School, I hereby agree release, indemnify, and discharge Country House School, on behalf of myself, my spouse, my children, my parents, my heirs, my wards, assigns, personal representatives and estate as follows:

ASSUMPTION AND ACKNOWLEDGEMENT OF ALL RISKS

I, the undersigned adult, whose details appear in Annexure B, am at least 18 years of age. On my own behalf, and on the behalf of the listed participants under the age of 18 ("minors") whose details appear in Annexure A1. A2, A3 and A4, as their parent, legal guardian or custodian, knowingly, voluntarily, and freely accept and assume any and all risks, both known and unknown, of injuries or other loss or damage that may be suffered whilst on Country House School premises (7 Witfontein Street, Heather park), when making use of our facilities, except where caused by the negligence of Country House School or its staff. I represent that I have full authority as parent or legal guardian of students mentioned in Annexure A.

I understand that risks simply cannot be eliminated without jeopardizing the essential qualities of the activity and I expressly agree and promise to accept and assume all the risk voluntarily existing in these activities. Such risks include, but are not limited to, cuts and bruises, falls, broken bones, injuries to wrist, arms, legs, ankles, backs, heads and necks injuries from flips or contact with other participants, spinal injuries and / or death, and which may occur as a result of use or misuse of the facility in any way by anyone, use of equipment that malfunctions or breaks, and / or improper maintenance of the facility, grounds or equipment, further, I have explained these risks to the students.

I certify that the students are in good physical condition for the activities in which I and / or they will be participating in and certify that I and / or they do not have any medical condition that may preclude me and / or them from safely participating.

WAIVER OF ALL CLAIMS

I, on my own behalf, and on the behalf of students mentioned in Annexure A, expressly waive any and all claims, suit or demands for personal injury, property damage or any other loss against Country House School premises, including claims arising from faulty equipment or the activities of others, except claims arising from the negligence of Country House School or its staff (including negligent supervision or negligent instructions).

To the fullest extent permitted by law, this waiver is intended to be complete release of Country House school premises for any and all responsibility for personal injuries, property damage or loss, or death sustained by me or any of the listed minors on Country House School premises, whether arising out of or resulting from my or their participation in activities, use of trampolines, play apparatus, jumping castles, indoor pool or other equipment, premises and facilities, except where caused by the negligence of Country House School or its staff. This release applies forever, for any date in the future including today's date, that I or the students may visit the Country House School premises, and is further binding on the heirs, representatives and estates of the undersigned and minors.

I expressly and voluntarily agree to waive, release, acquit and forever discharge Country House School and agree to defend, indemnify and hold harmless Country House School from and against all claims, damages, injuries, expenses, or death arising out of or resulting from administering of or failing to administer medical assistance to me or the student, except where caused by the negligence of Country House School or its staff.

I certify that I have adequate insurance to cover any injury or damage that I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I grant Country House School premises the right to request emergency medical services for me and / or the students participating in activities at Country House School premises deem a situation medically necessary and I agree to cover any and all associated expenses.

I understand that I have given up substantial rights by signing it, and agree to be bound by its terms for myself and on behalf of the student. If any portion this agreement is found to be void or unenforceable by South Africa law, the remaining portion shall remain in full force and effect.

Domicilium citandi et executandi: The parties choose as their respective domicilia citandi et executandi for all purposes in terms hereof the addresses listed in Annexure B.

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

Parent 1 signature	
Parent 2 signature	
Third party signature	
Date	

ANNEXURE A1

DETAILS OF A STUDENT

Student 1 name and surname	
Current grade / class	
Gender	
Current age	
Identity number	

It is agreed that for each sibling enrolled and admitted to the School 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 / student in terms of the Contract.

ANNEXURE A2

DETAILS OF A STUDENT

Student 2 name and surname	
Current grade / class	
Gender	
Current age	
Identity number	

ANNEXURE A3

DETAILS OF A STUDENT

Student 3 name and surname	
Current grade / class	
Gender	
Current age	
Identity number	

ANNEXURE A4

DETAILS OF A STUDENT

Student 4 name and surname	
Current grade / class	
Gender	
Current age	
Identity number	

ANNEXURE B

DETAILS OF THE PARENT

Details	1st person responsible for fees	2nd person responsible for fees
Title and surname		
First name		
Home address		
Postal address		
Email address		
Name of account holder		
Name of bank		
Name of branch		
Account number		
Signature		
Date		

ANNEXURE C

CONSENT FOR THE USE OF LEARNER IMAGES AND MEDIA IN SCHOOL PUBLICATIONS

1.

I/We the Parent(s) of	
I/We the Parent(s) of	
I/We the Parent(s) of	
I/We the Parent(s) of	

hereby GIVE / DENY (underline applicable) the School 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 School publications (whether local or international), the School website, the D6 School Communicator app or in press releases to celebrate the School's or the Learner's activities, achievements or successes;

1.1.2 sales and marketing materials of the School 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 School on the School'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 School.

2 The consent contemplated above will be valid until the learner reaches 18 years of age, we will then seek a new consent directly from the learner.

3 The School 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	
Date	
Parent 1 signature	

Signed at	
Date	
Parent 2 signature	
Consent given or denied	

ANNEXURE D – FEES

The table below sets out the purpose and function of each Fee. A copy of the Fee Schedule is provided when the Learner is enrolled at the School.

THE FEE	PURPOSE AND FUNCTION
ADMISSION FEE	An amount of money paid by the Parent/s to the School, once off, per family when applying at Country House School, which is non-refundable and non-transferable. Its purpose is for the application process and fees applicable for accessing a parent/s or person responsible of paying, consumers profile on the data base held by the relevant credit bureau/s, should your application not be successful the amount paid is not refundable
REGISTRATION	The Registration is paid once the Learner has been accepted and offered a place at the school and the Parents have accepted that place. This is a once off payment, per student applying at Country House School, the registration is non-refundable or transferable. The registration fee covers all the administrative costs involved in registering a Learner at the School and which may include an initial contribution to the development and capital costs of the School.
SCHOOL FEES	The amount, payment method and payment due dates are set out in the Fee Policy which are provided at the start of the school year. The Fee schedule and its policies are available free of charge on request or on the School's website.
PRINTING & IT LEVY	A yearly levy per learner. The amount for each grade is set out in the Fee Policy. It can be paid in one payment (due 31 December) or in two payments (due 31 December and 1 July). The levy combines printing, IT and consumables, so that parents know exactly what it covers every year: • Printing: the CHS learner books, worksheets and printed resources used in class. The levy is higher in Grades 4–6, because CHS prints this material instead of parents buying textbooks. • IT: the school's computer systems and online platforms used for teaching, reporting and communication with parents. • Consumables: the hygiene and cleaning products used every day across the school, such as toilet paper, hand wash, hand sanitiser and paper towels, disinfectant and cleaning materials, Dettol and Milton sterilising fluid, wet wipes for hands and faces, and tissues. (Parents of pre-primary children supply the wet wipes for nappy changes.) There is no separate consumables fee, and the levy is not part of the Additional Fees.
ADDITIONAL FEES	The School will notify the Parents in advance of any Additional Goods/Services and their cost. It is not always possible, when this Contract is signed, to list every Additional Good/Service that may be provided during the year. These Additional Fees still apply. Additional Fees are added to the Learner's school account and must be paid upfront for each term. Examples include school tours and outings, extra-curricular activities, photo days, and textbooks and stationery that the School buys on the Parents' behalf (see the Fee Policy).