



Application Contract

AGREEMENT OF TUITION

made and entered into by and between:

MANAH PRIVATE ACADEMY

(AN ASSOCIATION INCORPORATED UNDER [SECTION 10 OF ACT NO 71 OF 2008](#))

(hereinafter referred to as "the School")

and

.....
(BOTH PARENTS)

(full names and surname), (jointly referred to as "the Parent")

for the tuition and education of

.....
(ONE PER CHILD)

(full names and surname), (hereinafter referred to as "the Learner")

WHEREAS:

1. the Parent is desirous of having the Learner admitted to the School;
2. the Learner has been admitted to the School with effect from;
and
3. 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 5th day of each and every month;
- 1.2 In the event of the Parent failing to pay the school fees on the due date thereof, interest at the prime overdraft rate per annum compounded monthly shall be payable on arrears school fees until date of payment of the full outstanding amount;
- 1.3 The Board of Directors of the School shall have the right to amend the school fees referred to in paragraph 1.1. above, as well as the method of payment thereof from time to time;
- 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 own 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.

2. DURATION OF AGREEMENT

- 2.1 This agreement shall commence on the date of signature hereof;
- 2.2 The Parent shall be entitled to cancel this agreement with at least one term's prior written notice to the School. Likewise, if the School elects for any reason to terminate

these arrangements, then it may do so on giving the Parent a written notice of its decision to terminate these arrangements at the end of the term in question.

- 2.3 In the event of the Parent failing to give the required notice of cancellation mentioned in paragraph 2.2 above, the Parent should remain liable for the prescribed school fees for the cancellation period.

3. TUITION OF LEARNER

- 3.1 The school shall provide tuition to the Learner in accordance with the curriculum and syllabus described by the School from time to time.
- 3.2 The Principal may require the Parent to withdraw the Learner with immediate effect in cases of serious or repeated misconduct, or where, in his or her opinion, it is in the interest of the School or Learner or both.

4. UNDERTAKINGS BY PARENT

The Parent undertakes:

- 4.1 to ensure that the Learner is at school on time each day;
- 4.2 to ensure that the Learner complies with the school uniform requirements, and that his/her appearance is neat and in compliance with the guidelines set down;
- 4.3 to abide by the School's policies, its discipline and the Student's Code of Conduct;
- 4.4 to keep open lines of communication with the School and staff;
- 4.5 generally to do all the Parent can to ensure that the Parent's association with the School is a healthy and happy one.

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 or in a person authorized thereto by the Principal;
- 5.2 Control, expulsion, suspension and discipline of the Learner shall be in accordance with the constitution of the School and/or rules and regulations set by the Board of the School as well as in the legislation set by National and Provincial Government.

6. INDEMNIFICATION

- 6.1 The Parent indemnifies the School, its employees and officials 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 and officials from liabilities incurred on account of any injuries to or illness of the Learner and 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 approached immediately.

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 has been dispatched by the School to the Parent at the Parent's chosen *domicilium citandi et executandi* recorded herein;
- 7.2 A certificate signed by the Principal of the School as to any amount owing by the Parent to the School or as to any other fact arising out of this agreement shall be *prima facie* proof of all facts stated in the certificate and it will not be necessary to prove the appointment or authority of the Principal who signs such certificate. Such certificate shall be a liquid document for the purposes of provisional sentence or summary judgement proceedings against the Parent.

Initials of Parents: _____

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* for all purposes whatsoever at the address set forth below, and the Parent shall be entitled by written notice to the School to change his chosen *domicilium*, provided that the change shall only become effective 7 (seven) days after service on the School of the said notice.
- 8.3 The signatories to this agreement will be jointly and severally in solidum liable to the School for the due performance of all the Parent's obligations in terms hereof.

Parents' residential address:

.....
.....

Postal address:

.....
.....
.....

THUS DONE AND SIGNED BY THE PARENT AT:

ON THE:

IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

.....
PARENT
.....
I.D. NUMBER
.....
AS WITNESS

.....
PARENT
.....
I.D. NUMBER

THUS DONE AND SIGNED BY THE SCHOOL AT:

ON THE

IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

.....
PRINCIPAL OF THE SCHOOL (DULY AUTHORISED THERETO)
.....
AS WITNESS