

## FINANCIAL CONTRACT BETWEEN PARENTS AND MPA



## ENROLMENT AGREEMENT

Entered into by and between:

MANAH PRIVATE ACADEMY / THE EZRA PROJECT  
(AN ASSOCIATION INCORPORATED UNDER SECTION 21 OF ACT NO 61 OF 1973)

(Hereinafter referred to as “the School”)

And

\_\_\_\_\_ (Full name & Surname) ID/Passport: \_\_\_\_\_

(PARENT/GUARDIAN)

and

\_\_\_\_\_ (Full name & Surname) ID/Passport: \_\_\_\_\_

(PARENT/GUARDIAN)

(Jointly referred to as “the Parent”)

### **For the tuition and education of**

\_\_\_\_\_ (Full name & Surname) ID/Passport: \_\_\_\_\_

(Hereinafter referred to as “the Pupil”)

INITIALED: (FATHER) \_\_\_\_\_ (MOTHER) \_\_\_\_\_ (PRINCIPAL) \_\_\_\_\_ (WITNESS) \_\_\_\_\_

WHEREAS:

1. The Parent is desirous of having the Pupil admitted to the School;
- 1.1. The Pupil has been provisionally admitted to the School, pending the signing of this contract, with effect from \_\_\_\_\_; and
- 1.2. The parties are desirous of recording the terms and conditions on which the Pupil will be educated and trained by the School;

THE PARTIES AGREE AS FOLLOWS:

2. SCHOOL FEES

- 2.1. The **annual fee**, as set out in the **School fee breakdown** document available on the school website and from the admin office, due to the school for providing education to the Pupil, shall be divided equally and paid by the Parent in twelve (12) monthly amounts, for the period from January up to and including December.
- 2.2. The monthly amounts, together with such other incidental costs such as may arise will be payable **in advance**, by the Parent to the School, on or before the 1<sup>st</sup> day of every month, including December. (e.g. March fees are due by 1 March)
- 2.3. There shall be no entitlement to any rebate of fees if the Pupil is absent for any portion of a term owing to illness or any other cause.
3. In the event of the Parent failing to pay the school fees on the due date thereof, a Late Payment Administration Fee of R100, compounded monthly, will be payable on Fees which are in arrears, until date of payment of the full outstanding amount.
4. The Board of Directors of the School reserve the right to amend the school fees referred to in paragraph 2.1 above with reasonable notice. It is acknowledged that whilst the rest of the provisions will remain in force, the tuition fees are subject to annual adjustment as determined by the board of directors, in order to meet the operational and strategic needs of the School.
5. Process for outstanding fees:
  - 5.1. In the event that the fees have not been received by the due date, a WhatsApp will be sent to the contact details on record as a reminder.
  - 5.2. In the event of the Parent failing to pay and the account being 30 days in arrears, a letter will be sent to the contact email address on record.

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- 5.3. In the event of the Parent failing to pay despite the reminders as set out in 5.1 and 5.2, and the account falling 45 (forty five) days in arrears, notification will be sent to the Parent of intent to suspend the Pupil due to unpaid fees.
- 5.4. The Parent will have 7 days (1 week) from the date of communication in 5.3 to catch up on all arrear amounts.
- 5.5. Should payment not be received within the 7-day extension, the Pupil will be suspended from attending school, outings and school extra murals, until such time as payment is made and the full outstanding amount reflects in the School bank account.
- 5.6. In the event of the Parent still failing to pay and the account reaches 60 (sixty) days in arrears, the agreement between the Parent and the School will automatically be terminated. Notice will be sent to your email address via registered email and you will be responsible to enrol your child in a different school.
- 5.7. Once the contract between the parent and School has been terminated, the School will inform the district Department of Education.
- 5.8. Please note that pupil records handed over to the Parent or other school will reflect any outstanding fees and payment history.
- 5.9. In the event of this Agreement resulting in termination, legal action will become necessary to procure payment if the Parent negates on the payment plan.
- 5.10. The Parent hereby acknowledges that in addition to interest the School will be entitled to recover from them, should they fail to make payment of any amount on or before the due date, default administration costs and collection costs, as contemplated in the National Credit Act (NCA), including legal costs on the attorney and client scale, and collection commission to the extent permitted by the NCA.
- 5.11. The Parent understands that the account will be handed over to a collection agency which will result in an immediate listing with the National Credit bureau.
- 5.12. The Parent acknowledge that, in the event of default, nothing herein shall in any manner limit or detract from the power of the School to terminate the education services to the pupil, nor shall the termination of such educational services in any manner limit, detract from or prejudice the right of the School to recover all amounts owing to the School, together with interest, default administration costs, collection and other costs as aforesaid.

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5.13. The Parent acknowledges that no failure or delay on the part of the School in exercising any right, power or privilege contemplated in this clause or elsewhere will operate as a waiver, nor will any single or partial exercise by the School of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

5.14. The Parent hereby agrees in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944 that the School shall, at its option, be entitled to institute any legal proceedings for the recovery of any monies owing by them to the School in any Magistrate's Court having jurisdiction in respect of such proceedings in terms of Section 28 of that Act.

**6. REGISTRATION FEE (Non-Refundable)**

6.1. The Parent agrees to pay a non-refundable Registration and Application Fee as stipulated in the current Fee Structure within 7 days of acceptance.

**7. YEARLY ADMINISTRATIVE FEE (NON REFUNDABLE)**

7.1. The Parent agrees to pay a yearly compulsory admin fee of R400, per Pupil.

**8. DURATION OF AGREEMENT**

8.1. This agreement is not confirmed until the contract has been accepted and signed on behalf of the school by the Principal and the registration fee has been received and shall commence on the date of signature hereof by the school.

8.2. The Parent shall be entitled to cancel this agreement with at least one **full term's** prior **written notice** to the School

8.3. If such notice is not given, a full term's fees, at the rate applicable for the next term in which the Pupil would have attended, shall be paid by the Parent.

8.4. If the School elects for any reason to terminate this agreement, then it may do so on giving the Parent **a full term's written notice** of its decision to terminate this agreement.

8.5. The Principal may require a Parent to withdraw a pupil with immediate effect in cases of serious or repeated misconduct, or where, in his or her opinion, it is in the best interest of the School or Pupil or both.

8.6. In the unlikely event of 8.4 taking place, the parent will forfeit any fees paid in advance and will be liable, on a pro-rata rate for fees up to and including the day of exclusion.

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**9. TUITION OF PUPIL**

- 9.1. The School shall provide tuition to the Pupil in accordance with the curriculum and syllabus set out by the School.

**10. BREACH**

- 10.1. 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 seven (7) 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, hand delivery or **registered email**.
- 10.2. A letter 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 letter, and it will not be necessary to prove the appointment or authority of the Principal who signs such letter. Such letter shall be a liquid document for the purposes of provisional sentence or summary judgement proceedings against the Parent.

**11. GENERAL**

- 11.1. No cash is accepted at school
- 11.2. Payments can be made in the following ways:
- ATM deposit
  - Bank deposit
  - Debit order
  - EFT payment
- 11.3. Should no notice be received by the school from the parent at the commencement of the 4<sup>th</sup> term, the contract will automatically be rolled over to the following year without any exceptions or alterations, apart from the new fee structure as communicated by the School in a timely manner. Should the parent not be willing to pay the fees after any possible increases for the following year, the notice period in clause 8.2 above applies.
- 11.4. 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.

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- 11.5. 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 the chosen *domicilium*, provided that the change shall only become effective seven (7) days after service on the School of the said notice.
- 11.6. 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.
- 11.7. This document must be completed in detail, with no alterations.
- 11.8. Both parents/guardians must initial each page and sign the final page.
- 11.9. All personal information collected in this document is for the purposes of fulfilling the requirements of a legally binding contract between the Parent and the School. The personal information will be shared with the contracted collection agency only if there is a breach of contract.
- 11.10. The Parent acknowledges their responsibility to advise the School promptly in writing should the address of either parent change. The Parent agrees that any letter, notice, statement, invoice, account, or other written communication of whatsoever nature posted/emailed by the School to the Parent to the latest postal / email address of such parent reflected in the School's records shall be deemed to be received by the parent seven days after the date of posting thereof.
- 11.11. The Parent acknowledges that interest may be earned on tuition fees paid in advance, but that this interest will be for the benefit of the School.
- 11.12. The Parent accepts the content of this agreement and has been offered the opportunity to have this document interpreted/translated. The Parent waives the right to any future claims that they did not understand the content of this agreement or the implications thereof.
- 11.13. The Parents jointly and severally assume absolute responsibility for the payment of any fees and other charges accruing as a result of the pupil attending the School.
- 11.14. The Parent acknowledges that by signing this document, they consent to the School conducting whatever enquiries may be considered necessary to verify any information given in this application, including confirming the Parent's credit record with a national credit bureau, and contact with previous schools of the Pupil.

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Father/Guardian 1 details	Mother/Guardian 2 details
Residential address (attach proof):	Residential address (attach proof):
Postal address:	Postal address:
Email address:	Email address:
Cell number:	Cell number:

SIGNED BY THE PARENT AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF  
 \_\_\_\_\_ 2 \_\_\_\_\_ IN THE PRESENCE OF THE  
 UNDERSIGNED WITNESS:

\_\_\_\_\_  
 (MOTHER / GUARDIAN SIGN)

\_\_\_\_\_  
 \_ (ID/Passport NUMBER)

\_\_\_\_\_  
 (FATHER / GUARDIAN SIGN)

\_\_\_\_\_  
 \_ (ID/Passport NUMBER)

\_\_\_\_\_ (WITNESS Full names & signature)

SIGNED BY THE SCHOOL AT \_\_\_\_\_ ON THE \_\_\_\_\_ DAY OF  
 \_\_\_\_\_ 2 \_\_\_\_\_ IN THE PRESENCE OF THE

UNDERSIGNED WITNESS:

\_\_\_\_\_ PRINCIPAL OF THE SCHOOL  
 (DULY AUTHORISED THERETO)

\_\_\_\_\_ AS WITNESS  
 (Full names & signature)

INITIALED: (FATHER) \_\_\_\_\_ (MOTHER) \_\_\_\_\_ (PRINCIPAL) \_\_\_\_\_ (WITNESS) \_\_\_\_\_