

## AGREEMENT OF TUITION

Made and entered into by and between: -

Bryandale Primary School, herein represented by the Principal of Bryandale Primary School, being duly authorised thereto by virtue of a resolution of the Governing Body (herein referred to as "The Principal")

on the one hand

and

The Parent (as defined in the South African Schools Act no. 84 of 1996)

\_\_\_\_\_  
\_\_\_\_\_

(Full names and surname)

(Hereinafter referred to as "The Parent") who by their signatures hereto warrant:

1. That they are the parents of \_\_\_\_\_
2. That they have the legal capacity to enter into this agreement and are not precluded by law from concluding and being bound by this agreement.

### Preamble

WHEREAS           The Principal has indicated that the School is able to admit the Learner to attend the School

AND WHEREAS    The Parent wishes to have the Learner attend the School

AND WHEREAS    The Parties have agreed subject to this agreement being properly executed.

## 1 INTERPRETATION

In this Agreement, unless inconsistent with the subject or context, or unless the subject or context otherwise requires:

- a. Words signifying the singular number shall include the plural and visa versa.
- b. Words relating to natural persons shall include associations of persons having corporate status by statute or common law and visa versa.
- c. Words relating to any gender shall include any other gender.
- d. The PREAMBLE and ANNEXURE 1 (Code of Conduct for Learners) shall be deemed to be incorporated herein.
- e. Head notes to this Agreement are used for the sake of convenience only and shall not be given the interpretation of the clause to which they relate.

## 2 DEFINITIONS

“SASA”	Shall mean the South African Schools Act no. 84 of 1996.
“THE PRINCIPAL”	Shall mean the Principal for the time being of the Bryandale Primary School, her successors, or assigns.
“THE PARENT”	Shall mean the biological parent or parents of a learner, the person legally entitled to custody of the learner, or the person who undertakes to fulfil the obligations of a person referred above.
“THE GOVERNING BODY”	Shall mean the Governing Body of Bryandale Primary School, as duly constituted in terms of Section 16 of the South African Schools’ Act.
“THE SCHOOL”	Shall mean the Bryandale Primary School.
“THE PARTIES”	Shall mean the Governing Body duly represented by the Principal and the Parent jointly.

## 3 DURATION OF THIS AGREEMENT

This Agreement shall commence on the date of signature thereof by the Parties and shall terminate at 24h00 on the last day of attendance by the Learner on the last day of the last term when such a Learner is in Grade Seven, unless this Agreement shall have been terminated prior thereto as provided for in this agreement hereinafter.

This Agreement is subject to the terms and conditions of the School’s Admission Policy and SASA.

## 4 TERMINATION OF THIS AGREEMENT PRIOR TO THE EXPIRATION OF THE PERIOD REFERRED TO IN THE PRECEDING PARAGRAPH

Should the Parent wish to terminate this Agreement prior to the expiration of the duration of this Agreement as provided for in the preceding paragraph then and in that event the Parent shall: -

- a. *Give notice in writing in advance for a period equal to one school term which shall for the purpose hereof be deemed to be the period equivalent to a period which the Learner will attend the School ordinarily between school holidays including the period of the school holiday immediately preceding such period of attendance. (School holiday shall for the purpose hereof exclude Saturdays, Sundays, and Public holidays)*
- b. The written notice shall be delivered to the Principal confirming the last school day of attendance of the Learner at Bryandale Primary School, after which date the pupil shall no longer attend the Bryandale Primary School.
- c. *One term’s fees will be charged in lieu of notice if the required notice is not given.*
- d. This Agreement may be terminated at any time should the Parties agree thereto in writing.

## 5 PAYMENT OF SCHOOL FEES

- a. *A Parent is liable to pay school fees determined in terms of Section 39 of SASA unless or to the extent that he or she has been exempted from payment in terms of the Act.*
- b. The Parent shall pay the annual school fees in advance, on or before the first day of attendance of the Learner at the School in any academic year, which payment shall be made to Bryandale Primary School, unless the Parent shall prior thereto have made arrangements for the payment by alternative means acceptable to the Governing Body.
- c. Parents must advise the School's Governing Body if their circumstances change, and they are no longer able to pay school fees or are no longer eligible for exemption.
- d. A Parent, who is dissatisfied with the decision made by the Governing Body about an application for exemption, may appeal in writing against the decision to the Head of Department within 30 days after receipt of the notification of that decision. In deciding an appeal, the Head of Department must follow due process, which safeguards the interests of the Parent and the Governing Body.
- e. In terms of section 41 of SASA, the Governing Body of a public school may by process of law enforce the payment of school fees by parents who are liable to pay in terms of Section 40.
- f. If arrangements have been made with the School for the payment of school fees by way of instalments, a Payment Schedule, reflecting the amount of each instalment and the date on which same shall be due and payable, duly signed by the Parent shall be conclusive proof of such agreement. The Parent acknowledges in the absence of the signature of the Payment Schedule as foresaid by the Parent, such school fees shall be payable annually in advance.
- g. Should the arrangement not be met, and the instalments are in arrears, the full amount outstanding will become due and payable with immediate effect.
- h. The School Governing Body reserves the right to charge interest on overdue accounts at the prescribed rate.
- i. The School may hold and process by computer or otherwise any information obtained about the Parent/s because of their liability for school fees.
- j. The School may conduct an enquiry and/or information search about the Parents with a credit information bureau, persons acting as their agents and/ or credit grantors.
- k. The School may transmit details of how the Parent/s have performed in meeting their obligations in terms of their school fee obligations and share such information with other credit grantors for the purpose of making any credit risk management related decisions.
- l. If Parents/s fail to meet their School fee obligations the School may record the Parent/s' non-performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.
- m. Payment is allocated in the first instance to the oldest debt.

## 6 TUITION OF THE LEARNER

The School shall provide tuition to the Learner in accordance with the National Curriculum.

## 7 DISCIPLINARY MATTERS

- a. *Learners are required by law to abide by the School's Code of Conduct, Annexure 1, including any amendment or variation thereof.*
- b. 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 authorised thereto by the Principal.
- c. Control, expulsion, suspension, and discipline of the Learner shall be in accordance with the provisions of SASA and the Regulations pertaining thereto.

## 8 INDEMNITY BY PARENT

- a. The Parent hereby indemnifies the School, its employees, or any of its duly authorised representatives:
  - i. Against any claim for damages of whatsoever nature which may be made by any personae pursuant to the actions or conduct of the Learner.
  - ii. Against any claim for damages of whatsoever nature which may be made against any of the foregoing persons/personae by the Parent in the execution of the lawful duties or obligations of any of the employees of the School, or any of its duly authorised representatives.
- b. Nothing whatsoever contained herein shall be deemed to exclude the liability of the employees or duly authorised representatives for their unlawful or negligent conduct.

## 9 UNDERTAKING BY PARENT

The Parent hereby irrevocably: -

- a. Authorises the employees of the School and/or their duly authorised representatives to consent to any medical attention, including but not limited to operations or other medical treatment of the Learner in circumstances where such medical attention/operation/other medical attention is required by the Learner urgently and in circumstances where the delay in obtaining the Parent's consent may endanger the well-being of the Learner in which event the Parent will be liable for the cost thereof.
- b. Undertakes to comply with all reasonable requests of the Principal which the Principal may make in notices and to make themselves aware of such notices, copies whereof will be available for inspection at the Administrative offices of the School.
- c. Undertakes to ensure attendance at the School as the Principal may prescribe and to furnish reasons acceptable to the Principal in writing for any absence from School by the Learner.
- d. Undertakes to be bound by the Constitutions, Code of Conducts, Rules and Regulations of the School and any amendment or variation thereof which may be in force from time to time.
- e. Indemnifies the School, its employees and/or its duly authorised representatives against any claim which may be made for clothing or sports equipment or books or stationery or any other property of the Learner, which may become lost, stolen, or damaged whilst under the control of the School employees, or their duly authorised representatives.
- f. The school requires learners to be collected from school within half an hour of the close of the school day, or the end of an event. The Parent undertakes to make arrangements for the learner in this regard.
- g. The Parent additionally undertakes to meet all the further financial obligations associated with the attendance of the Learner at the School, including, but not limited to stationery, equipment, uniforms, costumes, excursions, and sundries, for as long as the Learner shall attend the School.
- h. The Parent furthermore undertakes to meet all expenses associated with online learning, including but not limited to internet data, Wi-Fi connections, hardware, or anything necessary for online lessons.

10 BINDING UPON THE ESTATE OF THE PARENT

- a. The benefits conferred in terms of this Agreement upon the Parent and the Learner shall not be capable of being ceded, transferred, or made over to any other person/s
- b. This Agreement shall notwithstanding be binding upon the Estate of any deceased Parent.

11 BREACH

- a. In the event of the School, the Governing Body, or the Principal on behalf of either having to take legal action, then and in that event, the Parent shall become liable for all attorney and own client costs, including collection commission occasioned thereby. It is within the contemplation of the Parties that the School, the Governing Body, or the Principal as aforesaid shall not be liable for any costs occasioned thereby whatsoever.

12 ELECTRONIC COMMUNICATION

- a. Bryandale Primary School communicates school related information with parents via electronic means. This includes information from the Bryandale Pre-Primary School and the Knowledge Base. The Parent consents to receiving electronic information from the School.
- b. The Parent consents to pictures of the Learner being displayed on the School website and in other media, like the School newsletter. It is the School’s policy not to publish children’s names or other personal information on the website.
- c. Should a Parent not consent to (a) or (b) above, such written refusal must be addressed to the Principal.

13 DOMICILIUM

- a. The Parties choose domicilium citandi et executandi for the purpose of the giving of any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement as follows:
  - i. Parent (1) Home address: \_\_\_\_\_  
Parent (2) Home address: \_\_\_\_\_
  - ii. Bryandale Primary School      131 Cumberland Ave, Bryanston, 2021.
- b. Each of the Parties shall be entitled from time to time, by written notice to the others, to vary its domicilium to any other address within the republic of South Africa which is not a post office box or post restante.
- c. Any notice given and any payment made by any Party to another (“the Addressee”) which: -
  - i. is delivered by hand during normal business hours of the Addressee’s domicilium for the time being shall be presumed, until the contrary is proved by the addressee, to have been received by the addressee at the time of the delivery.
  - ii. is posted by pre-paid registered post from an address within the Republic of South Africa to the Addressee’s domicilium for the time being shall be presumed, until the contrary is proved by the Addressee, to have been received by the Addressee on the 10<sup>th</sup> (tenth) day after the day of posting.

14 WAIVER

- a. No variation, alteration or consensual cancellation of this Agreement or any terms thereof, shall be of any force or effect, unless in writing and signed by the Parties thereto.
- b. No waiver or abandonment by either Party of any of his rights in terms of this Agreement, shall be binding on that Party, unless such waiver or abandonment is in writing and signed by the Waiver Party.
- c. No indulgence, extension of time, relaxation or latitude which any Party (the "Grantor") may show, grant or allow to another (the "Grantee") shall constitute a waiver by the Grantor of any of the Grantor's rights and the Grantor shall not hereby be prejudiced or stopped from exercising any of its rights against any Grantee which may have arisen in the past or which might in the future.

15 WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representation by either of the parties or their agents, whether made prior or subsequent to the signing of this Agreement, shall be binding on either of the Parties unless in writing and signed by all the Parties hereto.

16 RESIDENTIAL ADDRESS OF THE LEARNER

The Parent hereby confirms that the current full time residential address of the Learner during the term time is:

\_\_\_\_\_

\_\_\_\_\_


\_\_\_\_\_

THUS, DONE AND SIGNED BY THE PARENT AT JOHANNESBURG ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_,  
IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

PARENT \_\_\_\_\_ PARENT \_\_\_\_\_

AS WITNESS (1) \_\_\_\_\_ AS WITNESS (2) \_\_\_\_\_

THUS DONE AND SIGNED BY THE SCHOOL AT JOHANNESBURG ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_,  
IN THE PRESENCE OF THE UNDERSIGNED WITNESSES.

PRINCIPAL (DULY AUTHORISED)  \_\_\_\_\_

For Bryandale Primary School

AS WITNESS (1) \_\_\_\_\_ AS WITNESS (2) \_\_\_\_\_

Received: -Copy of the Agreement of Tuition and the Learner's Code of Conduct \_\_\_\_\_

**PARENT**