

PARENT CONTRACT

between

PARADIGM EDUCATION CENTRE

(hereinafter referred to as "the School")

and

_____ (Father of the child)

(physical address)

and

_____ (Mother of the child)

(physical address)

or

_____ (Guardian of the child)

(physical address)

(jointly and severally)

of _____ (child's name)

I.D. No. _____

Initial _____

Please sign X. You will sign your physical signature at a later stage.

PARENT/GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear on the face hereof, declare that he/she/they are the Parent/s or legal guardian/s of the Child/Children, whose details appear on the face hereof. 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 Child to be successfully enrolled and **retained** at the School.

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the School Policies of the School, which form part of this Contract. If there is any provision in this Contract that you do not fully understand, please ask for an explanation before signing, by signing you acknowledge you are fully aware of its contents.

This Contract contains clauses which:

- 1. may limit the risk or liability of the School or a third party; and/or***
- 2. may create risk or liability for you; and/or***
- 3. may require you to indemnify the School or a third party; and/or***
- 4. serve as an acknowledgement, by you, of a fact.***

You are encouraged to read these clauses carefully because they are important and to seek advise if you do not understand their meaning and effect.

The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under the Consumer Protection Act. In the event of a conflict between this contract and the Consumer Protection Act, your statutory consumer protection rights will prevail. Nothing in this document is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the School in terms of the Consumer Protection Act.

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, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs, as determined by the School from time to time. Additional Fees may include, but will not be limited to, the cost of outings, clubs/societies, subscriptions, pocket-money, bus journeys to and from the School, damages to property, and stationery and book costs;
- 1.2. **"Admission Policy"** means the admission policy adopted by the School from time to time, which is available for perusal on request;
- 1.3. **"Child"** means the child or children (of any age) admitted by the School to be educated, whose details appear on the face hereof;
- 1.4. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.5. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008, as amended or replaced from time to time;

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- 1.6 **"Fee"** means any amounts owing to the School for a Child's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to you in advance and may include, but are not limited to, the –
- 1.6.1 Registration Fee;
 - 1.6.2 Securing Fee;
 - 1.6.3 School Fees; and
 - 1.6.4 Additional Fees;
- 1.7 **"Head"** means the person appointed by the Board of Directors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.8 **"Magistrates' Court Act"** means the Magistrates' Courts Act No 32 of 1944;
- 1.9 **"Parent"** or **"you"** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear on the face hereof;
- 1.10 **"Parties"** means the Parent/s and the School;
- 1.11 **"Policies"** means the rules and policies 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. All policies are available for perusal on request and on the School's website;
- 1.12 **"Registration Fee"** means the fee payable by the Parent/s to cover all administrative cost involved in registering a Child at the School; Each year this fee **MUST** be paid.
- 1.13 **"School"** or **"we"** means Paradigm Education Centre;
- 1.14 **"School Fees"** means the money payable by the Parent/s to the School in connection with a Child's education, excluding the Registration Fee, the Securing Fee and any Additional Fees;
- 1.15 **"School Rules"** means the rules of the School as detailed in the School Policies, which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.16 **"Securing Fee"** means the amount of money paid by the Parent/s to the School, after a Child has been offered a firm place in the School to indicate their acceptance of a place in the School. This is a non-refundable deposit which the School may require be increased from time to time.
- 1.17 **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.18 **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for the payment of such Fees. The Third Party is required to sign a Third Party Contract with the School accepting such nomination in writing.

Initial _____

2. GENERAL OBLIGATIONS OF THE SCHOOL

2.1. The admission and enrolment of pupils to the School is at the discretion of the Head who may refuse a pupil's admission to the School without giving reasons therefore and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.

2.2. For the sake of clarity, this Agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School. **Subject to clause 2.1, nothing in this Agreement should be interpreted as a representation or warranty made by the School that your Child will be admitted to and enrolled with the School.**

2.3. While your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by the School. **The parties take cognisance of the fact that children at the School are expected to participate in all aspects of school life, including religious worship and instruction. In this regard, you acknowledge that Paradigm Education Centre is a Christian School, and all pupils are required to respect and adhere to this ethos. This includes active participation in Assemblies, Chapel and religious instruction.**

2.4. We shall monitor your Child's progress at the School and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by you or by the School at your expense.

2.5. 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 children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for your Child's special educational needs, the School may not offer enrolment with the School or may cancel this contract in terms of clause 9.3.**

3. DISCLAIMERS AND INDEMNITY

3.1. **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 your Child**, unless the School or its staff are in physical possession of that property and damage occurs to that property either because –

3.1.1. the School or its staff treated the property as their own; or

3.1.2. 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

Initial _____

3.2. Save as otherwise agreed to the contrary in writing, you consent to your Child participating, under proper supervision, both in and outside the School, in sports, outings and other activities which may entail some risk of physical injury, as well as to your Child 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 gross negligence on the part of the School, its employees or agents, the School is not responsible for loss or damage resulting from such sports, outings, activities or programmes.

3.3. ***The Parent hereby indemnifies and agrees to hold harmless, Paradigm Education Centre Board of Directors, the School, its Head and Staff as well as their authorised agents and/or representatives, against any and all claims, costs or expenses, howsoever arising, including legal costs, arising out of injury, loss or damage suffered as a result of any activities during the enrolment of the Pupil at the School, or during field trips arranged by the school.***

3.4. The School will constantly endeavour to take such steps as may be reasonably required in the circumstance to do what it can to keep the pupil out of harm, and free of loss, taking into account the circumstances of each case. In respect of events where the School or one of its Employees (for whom it may be found to be vicariously liable) may be determined to have fallen short of its common law or statutory obligations in this regard, Subject to the limitations placed on the School's right to an indemnity placed on it in terms of Section 103 of the School Education Act, both parent(s)/guardian(s) jointly and severally waive their own claims and indemnify the School and its Employees against any claim of the pupil.

4. **PARENT'S GENERAL OBLIGATIONS**

4.1. You will inform the School in writing, prior to admission and enrolment, of any special educational needs of your Child known to you, of the kind referred to in clause 2.5.

4.2. In order to fulfil our obligations, we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your Child in his or her studies, and give appropriate support at home; keep the School informed of matters which affect your Child; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where your Child's interests require you to do so.

4.3. ***The Parent/s accepts that their Child will abide by the Code of Conduct and Policies of the School. They acknowledge that the discipline of the School is under the control of the Head, who has the right to refuse to allow a Child to return to the School, or to demand his/her immediate withdrawal from the School, or to suspend, or to expel a Child for a serious breach of discipline as laid down in the School's Code of Conduct. The Head may, at his/her discretion, require you to remove or may suspend or expel your Child if his/her or your behaviour in failing to co-operate with the School, is in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your Child or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.***

4.4. ***The Head may, at his/her discretion, require you to remove or may suspend or expel your Child from the School, if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head that the Child's removal is in the School's best interests or those of your Child, other children or the wider School community.***

In this case, you will be asked to remove your Child either immediately and without notice, or at a specified date that is shorter than full term, with or without notice in any form, as is reasonable under the circumstances. The School will not be required to give you a full term's written notice under these circumstances. Should the Head exercise this right, and where applicable, your deposit will be forfeited. However, any pre-paid fees will be refunded to you.

4.6 ***In the event of your Child requiring emergency medical assistance, you will reimburse the School within 7 (seven) days for the cost of the emergency admission deposit required by the hospital or clinic. You also agree to reimburse the School within 7 (seven) days for all other medical costs incurred in the treatment of your Child.***

4.7 The Parent/s hereby grant/s permission for their Child to utilise the computer facilities at the School, including the Internet and e-mail, in accordance with the IT Policy.

5. POLICIES OF THE SCHOOL

5.1. ***You declare that you have read and understood the Policies and agree to abide by the provisions thereof. You further accept that all Policies are subject to change from time to time and shall remain binding on you and your Child despite any such amendments.***

Copies of all Policies are available for perusal in the school office upon request and on the School's website.

5.2. You undertake to comply with all the rules and regulations of the School and acknowledge that it is your responsibility to make yourself and, to the extent relevant, your Child familiar with the Policies.

5.3. You acknowledge that you are responsible for your Child, whether on the property of the School or not, after the notified finishing times of any school activity/event/ function and that you will ensure that your Child obeys all school rules and Policies where they apply to the Child.

6. ACCEPTANCE AND PAYMENT OF THE SECURING FEE

6.1. An offer of a place for a Child at the School is accepted by you signing this contract and paying the non-refundable deposit (securing fee) plus the registration fee as set down in the fee's schedule. Please note the registration fee is payable every year, this is an administration fee.

6.2. If, subsequent to entering into this contract, your Child does not take up a place at the School you will not be refunded the Securing Fee. The Securing Fee will be kept by the School as a reasonable cancellation fee for your Child's withdrawal, unless and the School, acting reasonably, is able to fill the vacancy created by your Child's withdrawal on or before the first day of the first full term for which your Child was to have been enrolled in which case you will be refunded the Securing Fee, less the School's costs in administering, processing and handling your Child's enrolment (or a reasonable estimate of these costs).

6.3 If your Child does take up a place with the School, the Securing Fee will form part of the funds invested by the School for the future development and sustainability of its infrastructure.

7. PAYMENT OF FEES

7.1. You have absolute responsibility for the payment of any Fees applicable to your Child attending the School. You also acknowledge that School Fees are payable in advance in accordance with the provisions of the schedule of fees, as amended by the School *from time to time*. If you are unclear about any of your financial obligations, the School will on request provide a written explanation.

- 7.2 The School has the right to charge interest on any fees or monies owing by you not paid on or before the due date. This interest shall be charged at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 ("NCA"), or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School by the last day of the month 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 you 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.
- 7.3. You and/or the Third Party accept the Additional Goods/Services as acknowledged in the Third Party Contract with the School. You 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 7.1. You and/or the Third Party acknowledge that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such Additional Goods/Services.
- 7.4. You and/or the Third Party, as acknowledged in the Third Party Contract with the School, accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for school equipment, outings or any other Additional Goods/Services required by the School to provide your Child adequately with the educational services in terms of this Agreement. Any such Additional Fees may be added to the School account, which will be payable by the end of each term. The School may, at times, require up-front payments for certain Additional Goods/Services.
- 7.5. You confirm that monthly statements sent via email showing the amount owing by you 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 you or the Third Party, you or the Third Party shall bear the onus of proving that such amounts is not owing and/or due and/or payable.
- 7.6. ***In the event of the Third Party taking responsibility for the payment of the Fees, you by your signature to the Third Party Contract with the School, bind yourself jointly and severally in your 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. The liability of the Third Party (if any) and of each Parent arising out of this contract shall be joint and several.***
- 7.7. If the School agrees to accept the payment of Fees in instalments (which agreement must be recorded in writing and signed by or on behalf of the School and the Parent/s) then if any instalment 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.
- 7.8. The applicable School Fees are detailed in the schedule of fees prepared by the School in respect of the applicable period, and all terms and conditions set out in that schedule shall be deemed to have been incorporated herein and shall be binding on you.
- 7.9. You 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.

Initial _____

Please sign X. You will sign your physical signature at a later stage.

- 7.10. The School fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. We will endeavour to give you at least two calendar months' notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the School Fees increase to an amount which you no longer wish to pay, provided that you give the School written notice of that intention within 7 (seven) days of the School's notification of an increase, failing which the cancellation provisions of clause 9.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.

8. PROTECTION OF PERSONAL INFORMATION

- 8.1. By entering into this contract, and unless you at any time instruct the School expressly and in writing to the contrary, your consent is given for the School to:
- 8.1.1. collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;
 - 8.1.2. collect, store and process names, contact details and information relating to yourself and your Child, 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;
 - 8.1.3. include photographs, with or without the name of your Child in school publications, or in press releases and social media to celebrate the School's or your Child's activities, achievements or successes;
 - 8.1.4. supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and
 - 8.1.5. inform any other school or educational institution to which you propose to send your Child of any outstanding fees.
- 8.2. The School may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the School that it may do so. Should this be the case, the School may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.

9. TERMINATION AND NOTICE REQUIREMENTS

- 9.1. For the avoidance of doubt, this contract will terminate when your Child completes the School's curriculum and any exit examination of the School, unless otherwise terminated in accordance with the terms of this contract. This contract will remain valid as long as the CHILD remains at the school.

Initial _____

Please sign X. You will sign your physical signature at a later stage.

- 9.2. **You 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 Child from the School. 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 you 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 amount payable in lieu of appropriate notice.***
- 9.3. ***The School also has the right to cancel this contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this contract.***
At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.
- 9.4. ***The School shall be entitled to cancel this contract and thereby terminate the enrolment of any Child:***
- 9.4.1 ***summarily and with immediate effect, if the Child is guilty of any conduct which, in the sole opinion of the Head, is inconsistent with such Child's continued enrolment at the School, in which event (unless such conduct constitutes an unremedied breach for the purposes of clause 9.4.2 below) a pro-rata portion of the School Fees, after deduction of all amounts otherwise owing to the School, will be refunded, together with any Fees already paid in advance in respect of such Child;***
- 9.4.2 ***summarily and with immediate effect, if you or your Child are in material breach of any of your obligations under this contract and have not (in the case of a breach which is capable of remedy) remedied that material breach within twenty (20) business days of a notice from the School requiring you to remedy the breach, in which event the School may claim payment of all monies then owing and damages equal to 1 (one) term's Fees (as calculated at the time of cancellation), and may set-off the amount claimed against any prepaid fees paid by you, and refunding to you any excess above such damages;***
- 9.4.3 ***at the end of any academic year, in the event that your Child, in the opinion of the Head, is unsuitable for promotion to the following year of study and would not benefit by repeating the present year of study.***
- 9.5. For purposes of this contract, a material breach is considered to exist where you or your Child (as the case may be) –
- 9.5.1. fail to uphold the requirements of the General School Policy and/or rules of the School;
- 9.5.2. fail to pay any Fees when due;
- 9.5.3. fail to fulfil all legal requirements necessary for your Child to attend school in South Africa, if any of these legal requirements apply to your Child, and include a failure to obtain a valid study permit for your Child if he/she is a foreign citizen; or

Initial _____

Please sign X. You will sign your physical signature at a later stage.

- 9.5.4. act in such a way that you or the Child become seriously and unreasonably uncooperative with the School and in the opinion of the Head, you or your Child's behaviour negatively affects your Child's or other children's progress at the School, the well-being of School staff, or brings the School into disrepute.

10. GENERAL

- 10.1. You choose the residential address set out herein before as your 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.
- 10.2. You confirm that all the particulars that you may furnish or that you have furnished to the School in, under or in terms of this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.
- 10.3. You undertake to advise the School in writing of any changes to the details included in this contract.

11. JURISDICTION AND GOVERNING LAW

The contract between you and the School is governed by South African law. You agree that the School, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you 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 and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 10.

12. PARENTS COMMUNICATIONS WITH HEAD OF THE SCHOOL, TEACHERS and AMIN.

Parents must set an appointment with school secretary to arrange meeting with Teachers within hours acceptable to the Teacher to discuss any issues they have about their child. Parents failing to follow procedure will be deemed as a breach of this agreement and the School Head reserves the right to cancel this agreement and give notice that the child be removed from the school immediately.

13. VARIATIONS

We reserve 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 you at least a term's notice of any such modifications.

14. PARTIAL INVALIDITY

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one such term or condition 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.

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

15. CONTRACT

This contract includes all addendums, variations and the "Student and Parent Handbook"

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including all Policies, Addendums and additional instructions.

Acceptance of Offer And Parental/Guardian Declaration

I/We _____ (Father of child)

and _____ (Mother of child) (full names)

Parent(s)/Guardian(s) of _____ (child's full names)

hereby accept the vacancy offered by Paradigm Education Centre for entrance into

Starting Grade _____

Year _____

I/We hereby undertake to

- Comply with all the undertakings as set out in the Parent Contract.
- Acknowledge that I am responsible for the payment of the relevant School Fees and additional fees as set out by Paradigm Education Centre relative to the tuition and ancillary costs relative to the child enrolled.
- Give one full term's written notice before withdrawing our child (named above) from Paradigm Education Centre or, alternatively paying one full term's fees in lieu of notice.
- Advise Paradigm Education Centre of any changes in personal details as and when they may occur.

Please use Adobe Acrobat Pro or Adobe Acrobat Reader DC when completing this document.

Date _____

Signed at _____

Parent/Guardian 1 _____

Please sign X. You will sign your physical signature at a later stage.

Witness _____

Please sign X. You will sign your physical signature at a later stage.

Parent/Guardian 2 _____

Please sign X. You will sign your physical signature at a later stage.

Witness _____

Please sign X. You will sign your physical signature at a later stage.

NB A copy of the front page of both the Father and the Mother's identity documents must accompany this contract

Confirmed by the School at _____ Dated _____

Head

APPROVED \ COMMENTS: _____

REJECTED \ COMMENTS