

AGREEMENT OF TUITION

BETWEEN

SPRINGVALE PRIMARY SCHOOL
(the school)

herein represented by the Principal of the School by virtue
of the powers vested in him by the South African Schools Act
No. 84 of 1996

AND

(the Parent or Legal Guardian hereinafter referred to as "the Parent")
(full names and surname)

(Identity Number/s)

FOR THE TUITION AND EDUCATION OF

(the Learner)
(full names and surname)

WHEREAS:

The Parent is desirous of having the Learner admitted to the School or the Learner has provisionally been admitted to the School with effect from **2022** and 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 school fees are determined annually. They are payable by the Parent to the Principal of the School in accordance with the "Acceptance of Compulsory School Fees" as completed by the Parent at the beginning of each calendar year.
- 1.2 In the event of the Parent failing to pay the school fees on the due date thereof, monthly in advance and at least by the 7th day of the month, interest at the rate of 2% p.a. shall be payable on arrear school fees until date of payment.
- 1.3 School fees and interest on arrear school fees paid by the Parent shall be paid into the School Fund administered by the Governing Body and the Governing Body shall be entitled to apply such monies in the manner it deems fit but always subject to the provisions of the South African Schools Act No. 84 of 1996.

2. DURATION OF AGREEMENT

- 2.1 This agreement shall commence on the date of signature hereof by the parties hereto and shall expire on termination of enrolment at the School.

3. REMOVAL OF LEARNER FROM THE SCHOOL

- 3.1 The Parent shall give one calendar month's written notice to the School before removing the Learner from the School, provided that the Principal of the School may at his discretion, dispense with such notice.
- 3.2 In the event of the Parent removing the Learner from the School after 31 October, the Parent shall also be liable for school fees for the full calendar year.
- 3.3 In the event of the Parent failing to give the notice of removal provided for in clause 3.1 or being so relieved of giving such notice, the Parent shall remain liable for the prescribed school fees.

4. TUITION OF LEARNER

- 4.1 The School shall provide tuition to the Learner in accordance with the prescribed curriculum and syllabuses as set by the Gauteng Department of Education.

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 provisions of the South African Schools Act No. 84 of 1996 and the regulations thereto.

6. UNDERTAKINGS BY THE PARENT

The parent undertakes to:

- 6.1 indemnify the School, its employees and officials against any injury, harm or other loss caused to any person on account of the conduct of the Learner.
- 6.2 exempt 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 of the Learner to be approached for such consent immediately.
- 6.3 to comply with the regulations pertaining to medical inspections as contained in the South African Schools Act No. 84 of 1996.
- 6.4 accept the Constitution and Standing Orders of the School and any amendment thereto when authorized.
- 6.5 to have the Learner immunized against Diphtheria, Whooping Cough, Tetanus, Polio and Tuberculosis and to submit proof of such immunization.
- 6.6 to mark all clothing worn by the Learner to School and to School outings clearly.
- 6.7 to exempt the School from any liability for loss of or damage to articles brought onto the School property or taken on School outings by the Learner.
- 6.8 to ensure that the Learner has the necessary transport for attendance at the School.
- 6.9 to make provision for the timeous collection of the Learner after School or School activities.
- 6.10 to make adequate arrangements for the supervision and care of Learners after School hours.
- 6.11 to notify the Principal immediately of any absence of the Learner from the School and provide valid reasons for such absence.

7. BREACH

- 7.1 The Parent shall 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 days after a written notice of such breach has been dispatched by the School to the Parent by prepaid registered post or delivered by hand at the Parent's chosen domicilium recorded herein.
- 7.2 A certificate signed by the School Bursar or Principal as to any amount owed by the Parent to the School in terms of this agreement or as to any other fact arising out of this agreement shall be prima facie proof of all the facts stated in the certificate and it will not be necessary to prove the appointment or authority of the School Bursary or Principal who signs the certificate. Such certificate shall be binding on the parties to this agreement and shall be a liquid document for the purposes of provisional sentence or summary judgement proceedings against the Parent.

8. REMEDIES

- 8.1 In the event of the Parent being in breach of this agreement as provided in clause 7, the School shall have the right, but shall not be obliged, to enforce its rights in terms of this agreement by way of appropriate legal action or otherwise.
- 8.2 The School's remedies under this clause shall not be exhaustive and shall be in addition and without prejudice to any other remedies the School may have in law.

9. GENERAL

- 9.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect unless produced in writing and signed by the parties to this agreement or their duly authorised representatives.
- 9.2 No indulgence, leniency or extension in time which either party ("the grantor") may grant to the other, shall in any way prejudice the grantor or preclude the grantor from exercising any of their rights in the future.
- 9.3 The headings appearing in this agreement have been used for reference purposes only and shall not affect its interpretation.
- 9.4 Should it be necessary for the School to consult and/or instruct an attorney in respect of any breach by the Parent of this agreement or the "Acceptance of Compulsory School Fees" referred to in clause 1.1, or any other matter arising therefrom, the Parent shall pay all the School's legal costs as between attorney and client, including collection commission.
- 9.5 Should it be necessary to institute any legal proceedings in respect of any matter contemplated in clause 9.4, the parties consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 41 of Act 84 of 1996. The parties furthermore agree to the submission of any such matter to mediation and/or adjudication in terms of the Short Process Courts and Mediation in Certain Civil Cases Act, 1991 (Act 103 of 1991).

9.6 The parties choose as their domicilium citandi et executandi for all purposes under this agreement the addresses set forth below, and shall be entitled by written notice to the other party to change chosen domicilium provided that the change shall only become effective 7 days after service of the notice thereof.

SOUTH AFRICAN SCHOOLS ACT, NO. 84 OF 1996
REGULATIONS FOR THE EXEMPTION OF PARENTS FROM PAYMENT OF SCHOOL FEES
CHECKLIST FORM* (Mark with a X in the applicable box)

1.	Has the principal informed you of the amount of the annual school fees to be paid?	YES	NO
2.	Has the principal informed you that you are liable for the payment of school fees unless you are totally exempted from paying school fees?	YES	NO
3.	Has the principal informed you about your right to apply for exemption from paying school fees?	YES	NO
4.	Do you wish to apply for such exemption?	YES	NO
5.	Do you wish to be assisted in making such an application	YES	NO
6.	Has the principal provided you with the form (Annexure B) for application for exemption?	YES	NO

School:

Street address
Friederiche Street
Wierda Park
Centurion

Postal address
P.O. Box 51705
Wierda Park
Centurion
0149

Parent: Residential address

Postal address

THUS DONE and SIGNED on this _____ day of _____ 20____
in the presence of the undersigned witnesses.

AS WITNESSES:

Mother

1. _____

Father

2. _____