

VICTORY HOUSE
Private Primary and High School

AGREEMENT OF TUITION

BETWEEN

VICTORY HOUSE – PRIVATE SCHOOL cc
(herein represented by a Principal of the School)

AND

.....
(Parent/Legal Guardian)
(Full names and surname)
(Delete which is not applicable)

for the tuition and education of

.....
(Pupil)
(Full names and surname)

Whereas:

- The Parent is desirous of having the Pupil admitted to the School
- The Pupil has provisionally been admitted to the School with effect from
.....
- The parties hereby record the terms and conditions on which the Pupil will be educated and trained by the School.

Now therefore the Parties agree as follows:

1. SCHOOL FEES

- 1.1 The yearly school fees shall be payable to the School in accordance with the **“ACCEPTANCE OF AND METHOD OF PAYMENT OF COMPULSORY SCHOOL FEES”** as completed by the Parent, forming an integral part of this agreement.
- 1.2 In the event of the Parent failing to pay the school fees on or before due date thereof, a “Late Fee” fine shall be imposed at the rate of R10-00 per day for every day that the fees are late, until the fees are paid.
- 1.3 The School shall have the right to amend school fees stipulated as well as the terms and conditions relating to the payment thereof, from time to time, providing a notice period of at least one calendar month is given and such notice shall be in writing.
- 1.4 In the event of the Parent failing to pay the fees when requested to do so once they are due, the full amount owing together with the imposed “Late Fee” as mentioned in clause 1.2 shall immediately become due and payable and the Parent shall also be liable for all legal costs, including collection commission, on a scale as between Attorney and client, incurred by the School in the collection of such fees.

2. DURATION OF AGREEMENT

This agreement shall commence on the date of signature hereof by the Parties hereto and shall expire against the relevant notice being given or alternatively, at the end of Grade 12. Notice conditions must be adhered to as per clause 3.1 should a pupil be removed from the school before completing Grade 12.

3. REMOVAL OF PUPIL FROM THE SCHOOL

- 3.1 The Parent shall give one full calendar month's written notice (such notice to run from the beginning of the following month) before removing the Pupil from the School (during the first 3 terms of the school year) and this obligation shall be applicable irrespective of the reasons for the removal of the Pupil from the School. If any pupil is leaving the school at the end of an academic year, then a term's notice is required, being the 4th Term of the school year. Liability to pay the prescribed school fees will cease at the end of the notice period, providing payment of the amount owing up until then has been settled.
- 3.2 In the event of the Parent failing to give the required notice as mentioned in clause 3.1, the Parent shall remain liable for the prescribed fees for the remainder of the particular year.

4. TUITION OF PUPIL

The School shall provide tuition to the Pupil in accordance with the cor curriculum, cor syllabuses, time allocation and evaluation applicable to the Pupil's educational phase. The curriculum shall meet with the criteria which apply to schools as provided in relevant Acts of Parliament and Regulations issued in respect thereto.

5. DISCIPLINARY MATTERS

The School has a code of conduct with rules designed to ensure the happiness and safety of all Pupils. The rules are kept to a minimum and designed to be effective. Consistent bad behaviour by a Pupil on an ongoing basis will result in the Parent being requested to meet with the School to discuss further action. All disciplinary matters pertaining to the education and training of the Pupil in all its facets shall vest in a Principal of the School or in a person authorised thereto in writing by a Principal. Control, expulsion, suspension and discipline shall ultimately vest in a Principal of the School.

6. UNDERTAKINGS BY THE PARENT

The Parent undertakes as follows:

- 6.1 To comply with the regulations pertaining to medical inspections as contained in the Education Affairs (House of Assembly) Act 1988.
- 6.2 To have Pupil immunised against normal infections and/or contagious diseases and to submit proof of such immunisation.
- 6.3 To mark all clothing and belongings of the Pupil clearly.
- 6.4 To exempt the School from any liability for loss or damage suffered for any articles brought to the School by the Pupil.
- 6.5 To notify the School immediately of any absence of the Pupil from the School and to provide reasons for such absence, if requested to do so and in the case of absenteeism for Cycle Tests and Examinations, provide a Doctors note.
- 6.6 To provide the necessary transport for the Pupil's attendance at school, ensuring that the Pupil can arrive at school timeously.
- 6.7 To attend Parents Evenings and any other meeting with the Pupil's teacher, if requested to do so.

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 and conditions 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 despatched by the School to the Parent at the chosen domicillium citandi recorded.
- 7.2 A certificate signed by the School Administrator or Principal as to the amount owing 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.
- 7.3 Should a learner be suspended from school for disciplinary reasons or for non-payment of school fees, this will not obviate the Parent's liability to continue paying the school fees and fees will continue to accrue notwithstanding the fact that the learner might not be at school.
- 7.4 The school furthermore reserves the right to withhold school reports should fees be in arrears.

8. REMEDIES

- 8.1 In the event of the Parent being deemed to be in breach of this agreement 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 to and without prejudice to any other remedies the School may have in law, as well as the immediate suspension of any tuition and training to the Pupil.

9. EXCURSIONS AND DAY TRIPS

An outing will be scheduled for each term so that the Pupil extends learning outside the boundary of the classroom. These outings are educational and usually coincide with the curriculum. Advance notice will be given to the Parent as they will be required to meet the cost thereof and possibly assist with transport if able to do so.

10. GENERAL

- 10.1 No alteration, cancellation, variation of, or addition hereto shall be of any force or effect, unless reduced to writing and signed by the Parties to this agreement.
- 10.2 This document together with the **APPLICATION FOR ADMISSION TO THE SCHOOL** and the **ACCEPTANCE AND METHOD OF PAYMENT OF COMPULSORY SCHOOL FEES** and the **PUPIL INDEMNITY**, contain the entire agreement between the Parties and neither party shall be bound by undertakings, representations or warranties not recorded therein.
- 10.3 No indulgence, leniency or extensions of time which either party ("the grantor") may grant to the other, shall in any way prejudice or preclude the grantor from exercising any of their rights in the future, or be construed as a waiver thereof.
- 10.4 Neither party may cede or assign their rights or delegate their obligations in terms of this agreement without prior written approval of the other party, which shall not be unreasonably withheld.

- 10.5 The headings appearing in this agreement have been used for reference purposes only and shall not affect the interpretation.
- 10.6 The Parent hereby chooses domicillium citandi et executandi for all purposes under this agreement at the address as stated in the **APPLICATION FOR ADMISSION TO THE SCHOOL**, and the Parent shall be entitled by written notice to the School to change the chosen domicillium provided that such change shall only become effective seven days after service of the notice in question.
- 10.7 Any notice to be given to the Parent in terms of this agreement shall be delivered by hand to the Parent (via the Pupil) or sent by registered post to the chosen domicillium in terms of this agreement and it shall be deemed to have been received within seven days after posting as aforesaid to the Parent.
- 10.8 Should the Pupil attend the Victory House After-Care-Centre, the terms and conditions contained in this agreement shall also be applicable and relevant for the After-Care-Centre.

Thus done and signed at on.....

.....
(Parent or legal guardian)

Thus done and signed at..... on.....

.....
(Principal, duly authorised thereto)
For and on behalf of Victory House Private School cc