



TERMS AND CONDITIONS

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.

Each parent, alive and of full capacity, must complete these details and sign this contract. If one parent is the custodian parent, then the non-custodial parent, if not a signatory, must affirm in writing his or her consent hereto as a pre-condition.

IMPORTANT NOTICE:

By signing or initialing or otherwise entering into this Contract you agree to the terms and conditions contained in this document, for example, paying fees on time, being responsible for the behavior of your Child, and ensuring that you and your Child comply with any terms and conditions contained in the 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.

This Contract contains clauses that appear in similar text style to this notice and 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 not only to read these clauses carefully because they are important but also to seek advice if you do not understand their meaning and effect.

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law. In the event of a conflict between this contract and consumer protection law, 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 “Account Holder”** refers to the person responsible for the account whose details appear in Annexure “C” of the contract and is referred to in the Contract as the Account Holder or Person Responsible for the Account.

Note: The Account Holder/Person Responsible for the Account, shall include the Parent(s), Legal Guardian(s), and Third Parties, who accordingly accept joint and several liability to the School for payment of the School Fees, Additional Fees, Enrolment or Registration Fees and Annual Re-registration Fees (where applicable);

- 1.2 **“Additional Fees”** means those costs for the **Additional Goods/Services** and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child; these include but are not limited to, the costs of extracurricular/co-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, School uniforms, travel fees to and from the School, damages to property, sports’ kits, and stationery and book costs. You accept that the Additional Goods/Services are part of the School’s standard offerings and that you have specifically requested them. Additional Fees may be communicated to the Parent(s) and the Account Holder at any time during the year;
- 1.3 **“Additional Goods/Services”** means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School from time to time;
- 1.4 **“Admission Policy”** means the admission policy adopted by the School from time to time;
- 1.5 **“Application Fee”** means the non-refundable fee payable by the **Account Holder** to cover all administrative costs involved in applying for the vacancy offered by the School, prior to admission for a prospective Learner at the School;
- 1.6 **“Application for Admission Form”** means the standard Application for Admission Form, provided to, and completed and signed by the Parent(s) and Account Holder in applying for the child’s admission;
- 1.7 **“Calendar Month”** means any one of the twelve months of the year, calculated from the first day to the last day of the specific month.
- 1.8 **“Child”** or **“Learner”** or **“Student”** means the child or children (of any age) also known as a learner or student admitted by the School to be educated, whose details appear in Annexure "A", as well as the Child or Children whose details appear in any subsequent Annexure, numbered "A1", "A2" and so on sequentially (If Applicable);
- 1.9 **“Code of Conduct”** means the Code of Conduct of the School, as amended from time to time, regulating the general conduct, disciplinary system, and other activities concerning the Educators, Parents, and Students at the School;
- 1.10 **“Contract”** means this document, including all its annexures as well as any Policies/Code of Conduct/Rules & Regulations adopted by the School to regulate the day-to-day running of the School;
- 1.11 **“Consumer Protection Act”** means the Consumer Protection Act, No 68 of 2008, as amended or replaced from time to time;
- 1.12 **“Directors”** means the Board of Directors of the company that owns, manages and operates the School;
- 1.13 **“Enrolment Fee”** or **“Registration Fee”** means the amount of money paid by the **Account Holder** to the School, after a prospective Learner has been offered a firm place in the School, which place is not confirmed until the Enrolment/Registration Fee has been paid in full and received by the School on or before the applicable due date. This is a non-refundable fee which the School may require to be increased from time to time. The Re-Enrolment/Re-Registration is payable annually as a Fee where applicable;
- 1.14 **“Executive Principal”** 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;
- 1.15 **“Fee”** means any amounts owing to the School for a Child’s enrolment, education, and related activities at the School. Such Fees will be clearly communicated to you in advance and may include, but are not limited to, the following:–
- 1.15.1 Application Fee;
 - 1.15.2 Enrolment/Registration Fee;
 - 1.15.3 Re-Enrolment/Re-registration Fee;
 - 1.15.4 Tuition Fees;
 - 1.15.5 School Fees; and
 - 1.15.6 Additional Fees;
- 1.16 **“Magistrates’ Court Act”** means the Magistrates’ Courts Act No 32 of 1944;
- 1.17 **“Parent”** or **“you”** means each person who has signed this Contract as the parent or legal guardian of a Child. All references in the Contract to “Parent” or “Parents” should be read as if those references are to that Parent or legal guardian. Account Holders/Person Responsible for the Account and any Third Parties are included in the definition of “Parent” or “you”;

1.18 "**Parties**" means each of the persons whose details appear in Annexure "B" and Annexure "C" and shall include Parent(s), Legal Guardian(s), Account Holder(s), and any Third Parties;

1.19 "**Policies**" means the rules, codes, policies, protocols, and principles 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; These Policies may include (but need not be limited to) the School Rules & Regulations; Schedule of Fees; Terms and Conditions of the School, and the Code of Conduct, and are available for perusal on request;

1.20 "**Re-Registration Fee**" or "**Re-Enrolment Fee**" means, where applicable, an annual fee payable by the **Account Holder** to reapply and re-register/re-enrol at the School for the following year to secure the learners' place and to cover any administration costs and **additional Fees**. This is a non-refundable fee which the School may require to be increased from time to time.

1.21 "**School**" means Educato Academy (Pty) Ltd with Reg No: 2019/377101/07;

1.22 "**School Fees**" or "**Tuition Fees**" means the money payable by the **Account Holder** to the School in connection with a Learners education, excluding the Application Fee, Registration Fee, Re-Registration Fee and any Additional Fees;

1.23 "**School Rules**" means the rules & regulations of the School as detailed in the School Policies, which may, at the School's sole discretion, be amended from time to time for legal, safety or other reasons to assist the proper administration of the School, and in terms of which amended School's Policy you agree to be bound to irrespective of whether you have agreed to same;

1.24 "**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;

1.25 "**Third Party**" means the person or entity, other than the Parent or legal guardian, nominated by the Parent or legal 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(s) or legal guardian(s) from liability for the payment of such Fees. The Third Party is required to sign this Contract and the Third Party Undertaking contained in Annexure "C" as the Account Holder, thereby binding the Third Party as surety and co-principal debtor with the parent(s) or legal guardian

for payment to the School of any amounts which are due, owing and payable to the School.

2. REGULATIONS OF THE BOARD OF DIRECTORS FOR THE APPLICATION AND REGISTRATION OF PROSPECTIVE LEARNERS OR FOR THE RE-REGISTRATION OF EXISTING LEARNERS

2.1 The admission and enrolment of learners to the School is at the discretion of the Executive Principal, acting in terms of the School's Admission Policy, who may refuse a learner'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 executive principal may impose. The executive Principal may, at his/her sole discretion, cancel any admission application, enrolment, registration, or re-registration in accordance with the Rules.

2.2 For the sake of clarity, the Application for Admission Form, including this Contract, 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 Contractor Application for Admission Form, should be interpreted as a representation or warranty made by the School that your child will be admitted to and enrolled with School.**

2.3 The School reserves the right to apply for a full credit check on the Parent(s), and Account Holder, including contacting any previous Schools that the prospective learner has attended, in order to assess the prospective Learners educational background and behaviour, and amongst other aspects, the Parent(s) financial means in order to assess their ability to satisfy the financial obligations as set out in the Application for Admission Form. The Parent(s) consents to the aforementioned by signing of the Contract. **The Parent(s), Legal Guardian(s), Account Holder whose details appear in Annexure "B" and Annexure "C" of the Contract, hereby authorise the School and/or any of its associates to conduct any credit inquiries on the above persons whose details appear in Annexure "B" and Annexure "C" of the Contract as may be necessary from time to time. The above persons whose details appear in Annexure "B" and Annexure "C" of the Contract hereby give the School permission and authorisation to supply consumer credit information to any debt collectors and/or credit bureaux (and in this regards it is recorded and**

acknowledged by the persons whose details appear in Annexure “B” and Annexure “C” of this Contract that the School may transmit to any debt collectors and/or credit bureaux data about this Contract as well as information on the non-compliance with the terms and conditions of this Contract by the persons as aforementioned).

2.4 The South African Schools Act established a national Schooling system and recognises two categories of Schools: Public and Independent. Public Schools are state-controlled and independent Schools are privately governed. The School (Educato Academy) offers independent Schooling. It is recorded that Parents have a wide range of Schooling options for their children in South Africa, whether in public Schools, independent Schools, or home Schooling. The School carries the full financial risk when erecting School buildings and other infrastructure as well as employing staff members. The cost involved in operating the School is primarily funded by Schools Fees. The School must accordingly financially budget to achieve and maintain a higher level of education and if Parents and the Account Holder are unable to meet their financial obligation as set out in the Contract and the Application for Admission Form, the quality of education offered at the School will suffer.

2.5 A Learner shall be enrolled for one academic year only. Each Learner will be required to be re-register on an annual basis and will be required to pay the Re-Registration Fee (where applicable). Re-registrations might be unsuccessful in the case of: -

- 2.5.1 Learner no longer meets the age group for the grade applied for;
- 2.5.2 Serious disciplinary issues involving the Learner;
- 2.5.3 Contractual failure of the Parents or Account Holder;

The aforementioned cases are not meant as an exhaustive list and in no way limit the School's discretion to refuse any re-registration

2.6 The Parents, Account Holder and other persons agree to sign an updated Contract should the School require them to do so. Furthermore, even though the contract has been signed by the Parents, Account Holder and other persons, the Contract may still be cancelled by the School as a result of: -

- 2.6.1 Non-Payment of School Fees, Additional Fees or Fees by the Account Holder and

Parents. The Learner may, as a result, not be able to attend the School or if already present may be required to leave the School;

2.6.2 A Learner will not be allowed to attend the School at the beginning of the first School Term, of any School year, until all amounts which are due for payment before the beginning of the first School Term of the School year have been paid. The amount due will include, in the case of a School year, all overdue amounts which remain unpaid from the previous School year by the Account Holder and Parents (including any legal costs and other cost incurred by the School to recover School Fees) in terms of the Contract.

2.7 The School reserves the right to contact any previous School that the prospective learner has attended, in order to obtain a reference for the Child and the Parent(s). The Parent(s) consents to the aforementioned by signing the Contract.

2.8 The School shall only be bound by the Contract if it has been signed by the Parent(s), Account Holder, and the School. Only a duly authorised representative is collectively authorised by the School to sign the Contract, or any other relevant documentation, on the School's behalf.

2.9 Should the Contract not be signed by all of the Parents or Account Holder it shall not affect or limit the liability of those Parents or Account Holder on whose behalf it was signed.

2.10 School attendance by the Learner is compulsory in terms of the Schools Act. A Learner may not be absent from School or official School activities without the permission of his/her Educator, either in advance or in retrospect in the case of illness. If a Learner is absent for longer than two consecutive School days, he/she should provide a medical certificate on his/her return.

2.11 During School hours, or at School functions, your child's Educator is in loco parentis and will use his/her discretion in emergencies.

2.12 If the Parent(s) have any queries, concerns and/or complaints relating to the School and/or a Learner's involvement in the School and/or any matter arising out of the Contract it must be raised, in writing, with the Executive Principal.

3. OBLIGATIONS OF THE SCHOOL

3.1 **Until the Contract is signed by the Parents, Account Holder and the Enrolment/Registration Fee or Annual Re-Registration Fee (where applicable) is paid including any applicable School Fees, Additional Fees or Fees, nothing in the Contract or in the Application for Admission Form, shall be construed as a representation or warranty made by the School to the Parent(s) or the Learner, that the prospective Learner will, in fact, be admitted.**

3.2 While your Child remains a learner of the School, we undertake to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during School hours and at other times when your Child is permitted to be on the School premises or is participating in activities organised by the School.

3.2.1 The Parents take cognisance of the fact that learners at the School are expected to participate in all aspects of School life, including sporting and cultural offerings at the School.

3.2.2 All Learners and Parents are required to respect and adhere to the mission, vision, and values of the School.

3.3 We shall monitor your Child's progress at the School and produce regular written reports. We will advise you if we have any concerns 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 the expense of the Parent and/or the Account Holder.

3.4 The Parents 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 Executive Principal, taken with the best interests of the Learner as a key criterion, 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 9.6.

3.5 You acknowledge that 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 equipment, books, or any other personal possessions) brought on to the School premises by your Child or by yourself as the Parent unless the School or its staff are in possession of that property and damage occurs to that property either because –

3.5.1 the School or its staff treated the property as their own; or

3.5.2 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.

3.6 Unless you expressly notify us in writing to the contrary, you consent to your Child participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well 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, activities or programmes and you indemnify the School against any claims in that regard.

3.7 The Parents and the account holder shall be jointly and severally liable for any damage the Child may cause to the School and School property.

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 3.4.

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 the 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 Parents and Account Holder agree to provide the School with any changes to their and/or Learner's personal information that is contained in the Application for Admission Form and the Contract, including change of address and/or contact information, within two weeks of becoming aware of the change.

4.4 The Parents accept that their child will abide by the School's Code of Conduct and Policies of the School. They acknowledge that the discipline of the School is under the control of the Executive Principal, who has the right to refuse to allow a Learner to return to the School, or to demand his/her immediate withdrawal from the School, or to suspend, or to expel a Learner for a serious breach of discipline as laid down in the School's Code of Conduct.

4.5 the executive Principal 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 and/or to abide by the School's Code of Conduct and Policies of the School, is in the reasonable opinion of the Executive Principal so unreasonable as to affect or likely affect the progress of your child or another child (or other children/learners) at the School or the well-being of the School staff or to bring the School into disrepute. In this regard, the Parents or Legal Guardians and Learner specifically undertake that social media will only be used in a safe and responsible manner and not to the detriment of the School, any staff member of the School, any other Learners at the School and/or any other Parents or Legal Guardian of any Learner at the School. Failure to abide by this will constitute a serious breach of this Contract and could result in this Contract being cancelled.

4.6 The Executive Principal 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 in School uniform) is seriously unsatisfactory and/or inappropriate and in the reasonable opinion of the Executive Principal that the Learner'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 a 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 Executive Principal exercise this right, any fees paid in advance will be refunded to you as referred to in Clause 7.9.

4.7 In the event of your child requiring emergency medical assistance, you hereby grant permission to your child receiving such emergency medical assistance. You also agree to reimburse the School within 7 (seven) days for all medical costs incurred in the treatment of your child.

4.8 The Parents and/or Legal Guardians hereby grant permission for the Learner to utilise the computer facilities at the School, including the Internet and e-mail.

4.9 You consent and grant the School or its appointed agents, permission to access your consumer profile on the database held by the relevant credit Bureaus and any previous School, to verify your details in terms of this Contract.

4.10 Any intellectual property for inter alia software programme, literary or artistic work etc. which the Learner may develop or assist in developing during his/her enrolment at the School, remains the sole and exclusive property of the School which property may not be used by the parents, Legal Guardians, or the Learner for personal gain, without the School's written consent.

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, at the sole discretion of the School, and will remain binding on you and your child despite any such amendments. Copies of all Policies are available for perusal on request.

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 day/activity/event/ function and that you will ensure that your child obeys all School Rules and Policies where they apply to the Learner.

5.4 Should a Learner be collected after 17:30, a late collection fee of R150.00 (one hundred and fifty rand) for every ten minutes after 17:30 will be billed to the Account Holder. This amount may be amended from time to time at the sole discretion of the School.

6. ACCEPTANCE AND APPLICATION FEE

6.1 An offer of a place for a prospective learner at the School is accepted by you signing this contract. The Application Fee shall immediately become due and payable by the Account Holder on submission of the contract.

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 application fee. The application fee will be kept by the School as a reasonable cancellation fee for your Child's withdrawal.

6.3 If no application fee has not been received subsequent to entering into this contract, your Child does not take up a place at the School and the School cannot, by the start of the first term for which your Child was due to enrol, fill the vacancy created by your Child's withdrawal, a full term's fees shall be payable and shall become due and owing to the School as a reasonable cancellation fee. The term's fees shall be charged at the rate that would have been applicable for the said first term.

6.4 If your Child does take up a place with the School, the Application 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 The Account Holder and the Parents 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. If you are unclear about any of your financial obligations, the School will on request provide a written explanation. Any Fee or other moneys owing by

you to the School not paid on or before the due date will bear interest 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.

7.2 The Account Holder and the Parents accept the Additional Goods/Services. The School will, as far as reasonably possible, give you notice prior to providing such Additional Goods/Services. The Account Holder and the Parents expressly agree to the delivery or performance of the Additional Goods/Services and accept liability for payment thereof, in accordance with Clause 7.1. The Account Holder and the Parents acknowledges 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.

7.3 The Account Holder and the Parents accept that you/they will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationery, books, School tours, outings or any other Additional Goods/Services required by the School to provide the Learner adequately with the educational services in terms of this Agreement. Any such Additional Amounts will be added to the Learns Account.

7.4 You confirm that a certificate signed by the bursar, business manager or Executive Principal showing the amount owing by the Account Holder and the Parents 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 the Account Holder and the Parents, the Account Holder and the Parents shall bear the onus of proving that such amount is not owing and/or due and/or payable.

7.5 In the event of the Third Party (Account Holder) taking responsibility for the payment of the Fees, you by your signature hereto, hereby 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.

7.6 You also acknowledge that if any instalment on account of a fee that is payable 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.

7.7 You authorise the School to affect a debit order against your bank account to affect the monthly payment of Fees.

7.8 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.

7.9 You agree that 30% (Thirty Percent) of any School Fees, Additional Fees, and fees paid in advance will be kept by the School as a reasonable cancellation fee and administration fee subsequent to notice served by either party as stipulated in Clause 9 and that any discount received for School Fees paid in advance, will be forfeited and will become due and payable by you.

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.

7.11 If the parents fail to give the required notification referred to in Clause 7.10 they will be regarded as having agreed to and accept the proposed changes and will be liable for the full amount of School fees as set out in the notice.

7.12 The parents agree to reimburse the School any expenses that the School incurs on behalf of or in relation to the Learner, such as emergency medical expenses. Proof of such expenses will be made available to the parents on request.

7.13 The School will send a Statement of the Learners Account by the use of email on a monthly basis to the Account Holder and to a Parent whose details appear in Annexure "C" and Annexure "B". Non-receipt of such email or statement of the account shall not absolve the Account Holder or Parents from payment of any fees as contained therein and it is the Account Holder and Parents responsibility to verify the applicable fees payable.

7.14 School Fees are to be paid in advance, either annually, half-yearly, termly, or monthly (on/before the second day of each month, or on the fifteenth day of each month by debit order), as set out in the schedule of fees. The Parents may select a particular period and should they wish to change to another payment period (as provided for in the schedule of fees), they must request (through the School Office) to the School for such change to be effected. Such proposed change will not become effective until notice of acceptance of such change is given by the School in writing. **Should the Parents elect to make monthly payments on the fifteenth day of each month, they authorise the School to set up a debit order against their bank account for the payment of the monthly School Fees.**

7.15 For the avoidance of doubt, where parents elect to make monthly payments (either on/before the second or fifteenth day of the month), such payments are apportioned over 12 (twelve) equal monthly instalments (including December). **As such even though the Learner does not technically attend School for the full month in December, the School Fees charged in that month represent a portion of the annual School Fees charged and as such become due and payable by the Parent. It should be noted that the School may, following information obtained from any credit report of the Parent/Account Holder, prescribe a particular payment period and payment method for the Parent/Account Holder.**

7.16 The School may from time to time notify the Parents of Additional Fees which relate to specific activities, outings, stationery, and other items which may be recurring or once-off, by giving advance notice to the Parents. The notice will stipulate exactly which activities, events or items the Additional Fees relate to. In the case of an activity/excursion, should the Parents elect to not pay the Additional Fees or

should they fail to pay on or before the prescribed due date, then the Learner will not be permitted to participate in such activity. Furthermore, the School reserves the right to not permit a Learner to attend any extramural activities and/or excursions should the Parents not have paid any required Schools Fees and/or Annual Re-registration Fees and/or any other outstanding amounts, that are due and owing to the School.

7.17 The Applicant will not be entitled to any reduction or refund in respect of School Fees or Additional Fees for any period that a Learner is under suspension or should the Learner be expelled unless determined otherwise at the sole discretion of the School.

7.18 Where there is more than one Parent/Account Holder, the liabilities or obligations of the Parents and Account Holder under the Contract will be joint and several, the one paying the other to be absolved. This means that the person to whom the liability or obligation is owed by the Parents/Account Holder will be entitled to look to all or any one or more of the Parents/Account Holder for the enforcement of its rights and that no Parent/Account Holder will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim. The School shall be entitled to hand the overdue account over to its attorneys or appropriately registered debt collectors who may in turn claim all default, administration, and collection costs that may arise as a result of the Parents/Account Holder failure to pay.

7.19 The School may, without the consent of the Parents and Account Holder, cede, delegate and/or assign all or any of their respective rights and obligations in terms of this Contract to any third party. The Parents herewith consent to such cession, delegation and/or assignments and the result thereof.

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 process your / the Child's personal information in accordance with our privacy statement, which is available on request. You consent, inter alia also to the following :-

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 a name, of your Child in School publications, or in press releases 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.

8.3 For the purposes referred to above, the word "processing" refers to any act that can be performed when handling personal information. The POPI Act defines "processing" to include collecting, recording, organising, updating, storing, distributing, destroying or deleting personal information.

8.4 During the period of enrolment of your child, and subsequent thereto, the Parent/Legal Guardian will be required to treat any information obtained about any other Parent/Legal Guardian and/or Student/s and/or the School as confidential information.

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 we offer at the end of your Child's Schooling unless otherwise terminated on the terms of this contract. This contract, therefore, has an indefinite term.

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.

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.

9.4 This is without prejudice to the School's other remedies: the School may cancel this contract immediately and has no obligation to return any fees paid in advance to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of a notice from the School requiring you to remedy the breach, and in addition, it may claim payment of all moneys then owing and damages equal to one term's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy.

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 School's Code of Conduct and/or School Rules and/or Policies 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, for example, failure to obtain a valid study permit for your Child if he/she is a foreign citizen; or

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 Executive Principal, 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.

9.6 Should the School in its opinion believe that a Learner might not be suited to be enrolled at the School as is described in Clause 3.4, it may in its sole discretion terminate this agreement by providing the Parents with a One Calendar Month's Written Notice. The Account Holder shall nevertheless be obliged to pay the remainder of the One Calendar Months' Notice in which the learner was removed from the School.

10. BEST INTEREST OF THE CHILD

10.1 The parties irrevocably agree that the following procedure shall constitute procedural fairness in instances where the best interest of a child needs to be determined :-

10.1.1 The School shall provide you with written particulars of the charge or complaint; and

10.1.2 You shall thereafter, within 10 days, furnish the School with written representations in respect of the best interest of the minor child, which representation may be submitted by the child and or his/her representatives.

10.1.3 The School shall within 5 days thereafter furnish you / the child's representatives with its submissions in respect of the best interest of the child, the School and other learners.

10.1.4 You / the child's representatives may within 5 days thereafter, submit a response to the School's representations.

10.1.5 The School shall thereafter furnish the relevant parties with its decision after due consideration of the best interest of the child.

10.2 The School may choose to conduct a disciplinary hearing instead of the above procedures, especially in matters relating to misconduct by the child.

11. GENERAL

11.1 You choose the residential address set out in annexure "B" 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.

11.2 Any notice or communication required, or permitted to be given in terms of this Contract, will be valid and effective only if in writing, but it will be competent to give notice by email or registered post.

11.3 Any party may by notice to any other party change the physical address chosen as its domicilium citandi et executandi vis-à-vis that party to another physical address, provided that the change will become effective vis-à-vis that addressee on the tenth business day from the receipt of the notice by the addressee. Any notice to a party:

11.3.1 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its domicilium citandi et executandi, will be deemed to have been received on the day of delivery; or

11.3.2 sent by email or registered post to its chosen address, will be deemed to have been received on the day of despatch (unless the contrary is proved).

11.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party will be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

11.5 You confirm that all the particulars that you may furnish or that you have furnished to the School on this Contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.

11.6 You undertake to advise the School in writing of any changes to the details included in this contract.

12. SIGNATURE

This Contract may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same Contract as at the date of signature of the Party last signing one of the counterparts. In addition, an electronic signature by any of the Parties constitutes a signature as contemplated herein.

13. JURISDICTION AND GOVERNING LAW

13.1 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.

14. VARIATIONS

- 14.1 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.
- 14.2 Any such changes will be documented in policies and to the extent that there is any conflict between terms and conditions of the Contract and those contained in the School Policies, the School Policies will take precedence.
- 14.3 The School will, having regard to the nature of the amendment or modification required, give you one term's notice of any such amendment or modification unless the proposed amendment or modification relates to legislative or legal changes, in which case one month's notice could be given, whereafter any such amendments or modifications will be binding and enforceable upon you. To the extent that any purported amendments to this Contract are made by you, same will not be binding on the School.

15. PARTIAL INVALIDITY

- 15.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone 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.

- 15.2 It is a condition of attendance at the School that you sign in the space provided. The School Board will consider this declaration and Contract to be null and void if this document is altered in any way.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, all its Annexures, as well as the School Rules, Policies and School's Code of Conduct.

In entering my/our son/daughter at Educato Academy, I/we agree for myself/ourselves and son/daughter to co-operate with the School in enforcing the terms and condition as well as the regulations stipulated in this Contract.

I/We further bind myself/ourselves, jointly and severally in solidum, insofar as they are applicable to me/us, to the terms and conditions set out in this Contract.

I/We also acknowledge and recognize that the decision of the Executive Principal is final.

