



SAXONWOLD PRIMARY SCHOOL

ADDRESS: 13 Aldswold Road, Saxonwold, Johannesburg, 2198

TEL.: (011) 646 5510

'Bold & Significant Schooling for the South African Future'

AGREEMENT OF TUITION

Between

SAXONWOLD PRIMARY SCHOOL
(the "School")

Herein represented by the Principal of the School by virtue of the powers vested in him / her by the South African Schools Act 84 of 1996 and governed by the Constitution of the School

And

the "Parent or Caregiver" (full names and surname)

for the tuition and education of

the "Learner" (full names and surname)

AGREEMENT OF TUITION WHEREAS:

- A. The Parent is desirous of having the Learner admitted to the School.
- B. The Learner has provisionally been admitted to the school with effect from _____ 2023.
- C. The parties hereby record the terms and conditions on which the Learner will be educated by the School.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SCHOOL FEES AND DEPOSIT

- 1.1 The yearly fees for the 2023 year amount to **R 26,587.00** and shall be payable by the Parent to the School in accordance with the provisions of the "ACCEPTANCE OF PAYMENT OF COMPULSORY SCHOOL FEES". OUR SCHOOL FEES FOR 2023 HAS BEEN ADOPTED AT OUR ANNUAL GENERAL MEETING. This agreement of tuition stays in force and automatically makes 1. Provision for each subsequent school fee



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increase as determined by the Governing Body, from time to time. 2. New "ACCEPTANCE OF PAYMENT OF COMPULSORY SCHOOL FEES" form may be completed and signed by the Parent/Caregiver at the discretion of the school, if a new fee is determined by the Governing Body.

- 1.2 A deposit amounting to R4000-00 (for the 2023 school year) is payable on acceptance of a new learner. Should this deposit not be paid by 15 DECEMBER 2022, the learner's placement may be forfeited. This payment will be transferred into your school account during the First Term of the applicable school year and will be allocated as follows: - R1500 COMPULSORY New Learner Development Levy with the balance being allocated towards the tuition fees.**
- 1.3 The yearly school fees shall be payable in **ADVANCE** by either a monthly debit order or an annual once off payment in SA Rand as indicated below.
- in one lump sum (see School Fees Schedule for discount structure.
 - in 10 (ten) equal monthly payments from month of admission – October. Please be advised that the monthly instalment up to October includes November's and December's fees. Fees are strictly payable before the 7th day of each month from admission to the day the learner leaves the school.
- 1.4 The Governing Body of the School shall have the right to amend the school fees referred to in 1.1, and the method of payment thereof from time to time.
- 1.5 School fees paid by the Parent/Caregiver shall be paid into the School Fund administered by the Governing Body and the Governing Body shall be entitled to apply such monies as it deems fit but always subject to the provisions of the South African Schools Act 84 of 1996.
- 1.6 Failure to pay any fees on the due date, or on demand by the School Governing Body or its appointed designate, the Parent/Caregiver shall become liable for the legal costs of collecting such fees on an attorney and client scale.
- 1.7 In the event of the account not being timeously settled in full by the applicant / undersigned, the school reserves the right to suspend services (if applicable) and institute legal action. I hereby choose email, sms or regular post as communication methods for all accounts and notices for services supplied.
- 1.8 Should the school institute legal action for the recovery of any money owing to it by the parent, then the parents shall be liable for:
- 1.8.1 All Attorney and own client costs, as well as collection commission due to a collection agent in the event that the school utilizes same, incurred by the school in connection with the enforcement of any of its rights in terms of this agreement.
- 1.8.2 Costs incurred by the school in connection with tracing the parents address and / whereabouts.
- 1.9 I / we consent to your being entitled to obtain credit and related information concerning myself / company at any time, and exchange / lodge and disclose such information with any credit bureau without any further notice to me / company.



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1.10 I / we consent that you may use a national credit database for tracing purposes should I abscond.

1.11 I, the undersigned, do hereby bind myself jointly and severally as surety for, and co-principal debtor in solidum, with Saxonwold Primary School, for payment on demand from Saxonwold Primary School for all sums of money including damages and attorney and client costs which the Principal Debtor may now and from time to time hereafter owe Saxonwold Primary School.

2. DURATION OF AGREEMENT

2.1 This agreement shall, subject to 1.2, commence on the date of signature thereof by the parties hereto and shall, subject to any statutory age requirements and subject to clause 3 and clause 5, remain in force for as long as the Learner attends the school or school fees remains unpaid and outstanding.

3. REMOVAL OF LEARNER FROM THE SCHOOL

3.1 The Parent/Caregiver shall give one calendar month's written notice to the school before removing the Learner from the school and this obligation shall be applicable irrespective of the reasons for the removal of the Learner from the School. This is not applicable to Gr. 7 learners leaving at the end of the final (Gr. 7) year at the School.

3.2 In the event of the Parent/Caregiver removing the Learner from the School during a term or without giving the notice prescribed in 3.1, the Parent/Caregiver shall be liable for the payment of School fees until the end of the term in which the Learner leaves the School.

4. TUITION OF LEARNER

4.1 The School shall provide tuition in accordance with the curriculum and syllabi prescribed by the Education Department.

4.2 The language of teaching shall be English. Afrikaans or Zulu shall be offered as a second language in promoting multi-lingualism as envisaged in the constitution of the Republic of South Africa.

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 authorised thereto in writing 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 84 of 1996, and the Regulations thereto and the Constitution.

6. UNDERTAKING BY THE PARENT/CAREGIVER

The Parent/Caregiver undertakes to:

6.1 indemnify and to hold harmless the Governing Body, the School, its Principal, Educators and Staff, or their authorised agents or representatives, against any and all claims, howsoever arising, including negligence, but not gross negligence, arising out of any injury, death, loss, damage, costs or expense, including legal costs, suffered as a result of or during the enrolment of the Learner at the School;



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- 6.2 hold harmless and indemnify the School, its employees and officials from liabilities incurred on account of any injuries to or illness of the child and agrees and consents that the School or any of its Educators 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/Caregiver of the Learner to be approached immediately;
- 6.3 comply with the regulations pertaining to medical inspections as contained in the South African Schools Act 84 of 1996;
- 6.4 abide by the Constitution, Rules and Regulations of the School and any amendment thereto from time to time;
- 6.5 have the Learner immunised against all normal infections and/or contagious diseases and to submit proof of such immunisation;
- 6.6 mark all clothing of the Learner clearly and permanently with the Learner's name and ensure that the child complies with the School dress code;
- 6.7 hold harmless and indemnify the School from any liability for loss of or damage to articles brought onto the School property;
- 6.8 provide the necessary transport for the Learner's attendance at the School, and ensure that children are collected timeously after school and/or extra mural activities;
- 6.9 notify the Principal through the Administration Office, by letter or e-mail of any absence of the Learner from the School and to provide reasons for such absence.

7. BREACH

- 7.1 The Parent/Caregiver shall be deemed to be in breach of this agreement in the event of failure to comply with the terms of this agreement and after the Parent/Caregiver has failed to remedy such breach within seven days after a written notice of breach has been dispatched by the School to the Parent/Caregiver at the Parent's/Caregiver's chosen domicilium citandi et executandi recorded herein.
- 7.2 A certificate signed by the School Bursar or Principal/Caregiver as to any amount owed by the Parent/Caregiver 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 Bursar 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 judgment proceedings against the Parent.

8. REMEDIES

- 8.1 In the event of the Parent/Caregiver being deemed to be in breach of this agreement as provided in clause 7, the School shall have the right but shall not be obliged :
 - (a) to cancel this agreement, and/or
 - (b) to enforce its rights in terms of this agreement by way of appropriate legal action or otherwise.



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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.

9. GENERAL

9.1 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 or their duly authorised representatives.

9.2 This document together with the Constitution of the School, the Rules and regulations thereto and the form of admission to the School contain the entire agreement between the parties and neither party shall be bound by undertakings, representations or warranties not recorded therein.

9.3 No indulgence, leniency or extension of 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.

9.4 Neither party may cede or assign their rights or delegate their obligations in terms of this agreement without the prior written approval of the other party which shall not be unreasonably withheld.

9.5 The headings appearing in this agreement are used for reference purposes only and shall not affect its interpretation.

9.6 The Parent/Caregiver hereby chooses domicilium citandi et executandi (physical address at which notices will be accepted) for all purposes under this agreement at the address set forth below, and the Parent/Caregiver shall be entitled by written notice to the School to change his chosen domicilium provided that the change shall only become effective 14 days after service of the notice in question.

Residential Address: (in South Africa)

Postal Address:





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THUS DONE and SIGNED by the Parent/Caregiver at _____ on this the ____

Day of _____ 20____ in the presence of the undersigned witnesses.

SIGNATURE OF PARENT/CAREGIVER:

WITNESSES:

1. _____ 2. _____

(To be completed by the School)

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

SIGNATURE OF PRINCIPAL: _____
Duly authorized thereto

WITNESSES:

1. _____ 2. _____

GAUTENG DEPARTMENT OF EDUCATION
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