

AGREEMENT OF TUITION

Pursuant to this mission and philosophy the parties agree as follows:

AGREEMENT OF TUITION

between: PRETORIA BOYS HIGH SCHOOL ("the School") herein represented by the Headmaster of the School

and 1. _____
("the father" in his personal and representative capacity on behalf of the pupil)

and 2. _____
("the mother" in her personal and representative capacity on behalf of the pupil))

or 3. _____
("legal guardian/s in his/her personal and representative capacity on behalf of the pupil")

for the tuition and education of

("the pupil" insert full name)

1. The School through the Governing Body and other organs undertakes, during the period of this contract, to:
 - 1.1 Provide the pupil with instruction (which includes certain extra-mural activities), as envisaged by the mission statement insofar as it is within its ability, in terms of the rules, policy and admission requirements of the School, subject to the provisions and conditions set out herein and any legislation which may be applicable from time to time;
 - 1.2 Make available to the father/mother/legal guardian/parent on request, at the end of each year, a written budget in respect of the following calendar year;
 - 1.3.1 Ensure, insofar as it is within its power, that the nature and character of the School, as well as the academic standards which apply at the School, as defined in the mission statement and admission requirements of the School, are maintained;
 - 1.4 Create and maintain within the financial capacity of the School, such physical facilities as are necessary to support instruction as defined in clause 1.1;

In return for the teaching provided to the pupil the father/mother/legal guardian/parent and pupil agree as follows:

2. SCHOOL FEES:

- 2.1 To pay to the School the yearly fees for each pupil in accordance with the undertaking on pages 9, 10 & 11 of this document completed by the father/mother/legal guardian/parent or any other person acting in the capacity of a parent to the pupil. These fees may be varied from time to time by the Governing

Body of the School, subject to the provisions of the South African Schools' Act (Act No 84 of 1996) and the School Constitution, and such variations shall be binding on both parents and/or legal guardian(s).

- 2.2 Save, as agreed in the undertaking on pages 9, 10 and 11 of this document or otherwise, in the event of the father/mother/legal guardian/parent failing to pay the school fees on the due date thereof, interest at a rate determined annually by SGB may be payable on arrear school fees from the due date until date of payment of the full outstanding fees. A father/mother/legal guardian/parent failing to pay fees shall become liable for any legal costs of collecting such fees.

3. DURATION OF AGREEMENT:

- 3.1.1 This agreement shall commence on the date of signature hereof by the parties and shall expire on the date when the pupil leaves the School.
- 3.2 This agreement will terminate on the expulsion of the pupil in terms of the provisions of 5.1 and 5.2.
- 3.3 Termination of this agreement shall not make unenforceable any outstanding obligation or duty at the date of termination.

4. REMOVAL OF A PUPIL FROM THE SCHOOL:

- 4.1 A father/mother/legal guardian/parent shall give one month's written notice to the School before removing the pupil from the School (one term for a boarder.)
- 4.2 In the event of a father/mother/legal guardian/parent failing to give the required notice mentioned in 4.1, the father/mother/legal guardian/parent shall remain liable for the school fees for the following month (one whole term for a boarder).
- 4.3 If due notice has been given in terms of 4.1, or after the period of one month (or one term for boarders) in 4.2, any other monies paid by the father/mother/legal guardian/parent in advance shall be refunded by the School to the father/mother/legal guardian.
- 4.4 If the pupil is expelled from the School, the father/mother/legal guardian/parent shall be liable for fees up to the end of the month of such expulsion and one term for a boarder.
- 4.5 Liability for fees shall exist only in respect of those years during which the pupil attends or attended the School.
- 4.6 If due notice has been given in terms of 4.1, or after the period of one month (or one term for boarders) in 4.2, any monies owing to the School become payable

immediately and must be paid to the School before removing the pupil from the School.

5. DISCIPLINARY MATTERS:

- 5.1 All disciplinary matters pertaining to the education of the pupil, including deciding the grounds on which suspension and expulsion procedures may be instituted against a pupil in terms of the South African Schools' Act (Act No 84 of 1996), shall vest in the Headmaster of the School as chief executive officer of the Governing Body. The father/mother/legal guardian/parent hereby consents to and subjects the pupil to the regulations regarding control, suspension, expulsion and the administering of punishment to pupils, as promulgated in terms of National or Gauteng provincial legislation.
- 5.2 In addition to the provision of 5.1 the control, expulsion, suspension and discipline of the pupil shall be in accordance with the provisions of the School Constitution and School Rules of Pretoria Boys High School which are available on request.

6 UNDERTAKINGS/DISCLAIMER OF LIABILITY / INDEMNITY / WAIVER AUTHORISATION BY FATHER / MOTHER / LEGAL GUARDIAN:

- 6.1 The father/mother/legal guardian/parent and pupil undertake to accept the Constitution and School Code of Conduct and any amendment thereto from time to time.
- 6.2 The father/mother/legal guardian/parent authorises the Headmaster or failing him, any of his deputies, to act *in loco parentis* and grants authority to such persons to consent to any operation or medical treatment of the pupil should such consent be required for medical reasons on an urgent basis or should it not be possible for the father/mother/legal guardian/parent of the pupil to be approached immediately to grant such consent.
- 6.3 The father/mother/legal guardian/pupil acknowledge that the pupil will participate in activities and events. These activities and events include but are not limited to: all educational, cultural, recreational, social, curricular and co-curricular activities and events, excursions, bush school, sports as well as the attendance and travelling to and from or in connection with any activity and event. The father/mother/legal guardian/parent confirms that the pupil is medically fit, of sound physical and mental health and that there is nothing which renders him unfit or unsuitable to participate in any activity or event. Should the father/mother/legal guardian/pupil become aware of information that may render the pupil unfit or unsuitable to participate in any activity or event, the father/mother/legal guardian/pupil undertakes to notify the school in writing immediately.
- 6.4 The provisions of the indemnity, disclaimer and waiver of liability that appear in this document shall only be applicable:

- 6.4.1 in circumstances where the State is not liable in terms of Section 60 of the South African Schools Act No. 84 of 1996 (hereinafter referred to as the "Schools Act"); and where
- 6.4.2 the School its Governing Body, the members of the governing body, teachers, educators, employees, agents and representatives do not have insurance or where the relevant insurer is not obliged to indemnify the school and its Governing Body, members of the governing body, teachers, educators, employees, agents and representatives in respect of any claim or liability; or
- 6.4.3 insofar as the liability of the School, its Governing Body, member/s of the governing body, teachers, educators, employees, agents and representatives', exceeds the limit of insurance cover.
- 6.5 The father/mother/legal guardian/pupil waive any and all claims of whatsoever nature or cause, howsoever arising (including but not limited to negligence) which the father/mother/legal guardian/pupil may have against the school its Governing Body, any member/s of the governing body, teachers, educators, employees, agents and representatives of any form, related (whether directly or indirectly) to any activity or event as referred to above.
- 6.6 The school, its Governing Body, the members of the Governing Body, teachers, educators, employees, agents and representatives (of any form) shall not in any way be held liable or responsible to father/ mother/legal guardian/pupil for any damages of whatsoever nature or cause, including but not limited to any personal injury, illness, harm, death and damage to or loss of property that may be sustained by the pupil from any cause whatsoever including negligence.
- 6.7 The father/mother/legal guardian/pupil undertake to indemnify the school its Governing Body, the member/s of the governing body, teachers, educators, employees, agents and representatives and to hold it harmless and free from any and all claims and against all liability for any injury, illness, harm or damages of whatsoever nature or cause (including but not limited to negligence) that may be sustained by the pupil.
- 6.8 The father/mother/legal guardian/parent undertakes:
- 6.8.1 to notify the School immediately of any absence of the pupil from the School and to provide reasons for such absence in writing;
- 6.8.2 to ensure that the pupil conforms to the standards of behaviour and dress appearance as laid down by the School Code of Conduct;
- 6.8.3 to ensure that the pupil involves himself fully in the life of the School both academically and extramurally so as to achieve the aims set out in the mission statement;

6.8.4 to ensure that the pupil attends all compulsory functions as required by the Headmaster from time to time.

7 BREACH:

- 7.1 The father/mother/legal guardian/parent shall be deemed to be in breach of this agreement in the event of failure by the father/mother/legal guardian/parent to comply with the terms stated in this agreement. Notice to remedy such breach shall be given to the father/mother/legal guardian/parent in writing by the School at the father/mother/legal guardian's chosen *domicilium citandi et executandi*.
- 7.2 A certificate signed by the Business Manager or Headmaster as to any amount owing in respect of fees by the father/mother/legal guardian/parent to the School in terms of this agreement shall be *prima facie* proof of the amount due. It will not be necessary to prove the appointment or authority of the Business Manager or Headmaster who signs the certificate. Such certificate shall be binding on the parties to this agreement for the purposes of provisional sentence or summary judgment proceedings against the father/mother/legal guardian/parent but shall not be necessary for the purpose of obtaining Default Judgement.
- 7.3 In the event of the father/mother/guardian being in breach of this agreement provided in clauses 2 and 6.1, 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.
- 7.4 After termination of this agreement the father/mother/legal guardian/parent shall be liable for settlement of any outstanding sums of money. In respect of the recovery thereof the provisions of this agreement shall still apply.
- 7.5 In the event of any payment relating to boarding fees not being made to the School on the due date thereof and parent(s)/legal guardians remain in default at the end of any school term, the School shall be entitled, entirely without prejudice, to terminate the right of the pupil to reside at the boarding house forthwith upon written notice given to the parent(s)/legal guardian(s).

8 GENERAL:

- 8.1 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.
- 8.2 This document is subject to and shall be read together with the School Constitution and School Rules, the Application for Admission to the School, the Acceptance of Payment of Compulsory School Fees (pages 9 and 10 of this document), the Fee and Payment Policy and the Waiver by Parent. Together they contain the entire

agreement between the parties. Neither party shall be bound by undertakings, representations or warranties not recorded therein.

- 8.3 No concession or accommodation in respect of any of the provisions of this agreement by the School, the Headmaster or any staff shall constitute a waiver of any of the provisions hereof nor shall it be interpreted as amending any of the terms of the agreement.
- 8.4 The Governing Body and Headmaster shall be entitled to vary or amend any of the terms of this agreement. Such amendments shall become binding on the father/mother/legal guardian/parent and pupil after two clear calendar months after due notice thereof has been given to the father/mother/legal guardian.
- 8.5 The headings appearing in this agreement have been used for reference purposes only and shall not affect its interpretation.

SIGNED at _____ on this _____ day of _____ 20_____

SIGNATURE: _____
FATHER (In his personal and representative capacity on behalf of the pupil)

SIGNATURE: _____
MOTHER (In her personal and representative capacity on behalf of the pupil)

SIGNATURE: _____
LEGAL GUARDIAN/S (In his/her personal and representative capacity on behalf of the pupil)

PAYMENT IN FULL BY 31 JANUARY 2018	A discount (to be decided upon by the Governing Body) will apply	
10 EQUAL PAYMENTS (JAN-OCTOBER 2019)	By means of a Debit Order ONLY from 01 January to 01 October. A new Debit Order form must be signed each year with the school within 30 days of the annual fee setting meeting for the following year's fees.	

In the event of no choice being made, we will assume you wish to make ten equal payments, January to October.

- 2.3 As per the terms detailed above, fees are due and payable at the **beginning** of each month.
- 2.4 If payment is not received by the 7th of the month, the school reserves the right to charge interest on all overdue accounts at the rate determined annually by the governing body.
- 2.5 Should we fail to pay any amount due to the School on or before due date, we shall automatically be in material breach of our obligations to the School and the School shall become entitled, without further notice to us, to claim immediate payment of the full balance due by us for the academic year whether or not such amount would normally have been due and payable.
- 2.6 In terms of Section 40 of the South African Schools Act, the School may enforce the payment of these compulsory fees.
- 2.7 An advance payment as determined by the School is to accompany this application. This amount will be allocated to the compulsory annual fees. Should the boy not attend the School, a written request for a refund from the father/mother/legal guardian/parent will be considered, dependant on whether the boy is a boarder or not.
- 2.8 Should the party to this application fail to pay fees he/she shall become liable for any legal costs of collecting such fees.
- 2.9 Father/mother/legal guardian's who are unable to pay tuition fees may apply for exemption of these fees as provided for by the SA Schools Act. Application forms are available from the Finance Office at the School from the first day of the academic year. To qualify for exemption, both parents are required to make application and to provide full, comprehensive proof of income through submitting salary advices, bank statements, tax returns etc to support your application, which must be submitted in person by end-February each year.
- 2.10 We understand that the school reserves the right to verify all information supplied to them via this application. In the event of fraudulent documents or information submitted, the School reserves the right to lay a criminal charge of fraud against any of the parties to this application.
- 2.11 The School may hold and process by computer or otherwise any information obtained about the father/mother/legal guardian/parent as a result of their liability for fees.
- 2.12 The School may conduct a credit enquiry and/or credit information search about the father/mother/legal guardian/parent with a credit information bureau, persons acting as their agents and/or credit grantors.

- 2.13 The School may transmit details of how the father/mother/legal guardian/parent has performed in meeting their obligations in terms of their fee obligations and share such information with other credit grantors for the purpose of making any credit risk management related decisions.
- 2.14 If the father/mother/legal guardian/parent fails to meet their obligations, the School may record the father/mother's non-performance with a credit bureau. Any information conveyed to a credit bureau will be available to other credit grantors and used in making credit risk management related decisions.
- 2.15 Should there be a dispute on the statement of account it is the father/mother/legal guardian's responsibility to notify the Finance Office in writing immediately.
- 2.16 The signatory hereto hereby chooses *domicillium citandi et executandi* as indicated above. In the event of a change of address, fathers/mothers/legal guardians are to notify the school in writing.
- 2.17 The father/mother/legal guardian/parent declares that he / she is the **legal** guardian of the child and is entitled to sign this document, and shall be bound hereto both father / mother / legal guardian, and in his/her personal capacity.

SIGNED AT _____ on this _____ day of _____ 20_____

SIGNATURE: _____

FATHER

MOTHER

OR

SIGNATURE: _____

LEGAL GUARDIAN

LEGAL GUARDIAN

WITNESSES: _____