



### **ACUDEO LEARNER ADMISSION CONTRACT between ACUDEO Schools OPCO Proprietary Limited and ACUDEO Protea Glen Proprietary Limited and The Parents (as indicated on the application documents)**

#### **IMPORTANT NOTICE TO PARENTS**

This Contract includes clauses that appear in bold text. These clauses may limit the risk or liability of the School Providers and/or others and/ or create risk or liability for the Parents and/or require the Parents to indemnify the School Providers and/or others and/or serve as an acknowledgment by the Parents of a fact and/or place certain particular obligations on the Parents and/or the Learners. The Parents' attention is drawn to these clauses because they are particularly important and should be carefully read and noted. The rights that Parents have under this Contract are in addition to and in no way affect the statutory rights and remedies the Parents have under consumer protection law. If this Contract is in conflict with consumer protection law, the Parents' statutory consumer protection (or other statutory) rights prevail. Nothing in this Contract is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created in favour of the Parents, the Learners or the School Providers in terms of the Consumer Protection Act. Various defined terms are used in this Contract. Where they are used, the first letter(s) in the word(s) will be in a capital letter(s). In order to understand such defined terms, Parents must refer to clause 1 of this Contract where they will find the meanings of the terms.

#### **1. INTERPRETATION**

1.1. Unless it is clear from the relevant provision that a different meaning is intended, the following terms will have the meanings given to them below –

- 1.1.1. "Admission Application Form" means the standard admission application form in relation to the School provided to and completed and signed by the Parents;
- 1.1.2. "Consumer Protection Act" means the Consumer Protection Act No. 68 of 2008 and all its regulations, and as amended from time to time;
- 1.1.3. "Contract" means this document read together with the Admission Application Form;

- 1.1.4. "Default Interest" has the meaning specified in clause 3.19.1;
- 1.1.5. "Deposit" means the deposit, if any, referred to in the Admission Application Form;
- 1.1.6. "Education Provider" means ACUDEO SCHOOLS OPCO (Pty)(Ltd), registration number 2016/044283/07, a company duly incorporated in the Republic of South Africa;
- 1.1.7. "Education Services" means the education and extramural activities offered by the School from time-to-time and which are provided by the Education Provider to learners admitted as learners at the School;
- 1.1.8. "Facilities Provider" means ACUDEO Property (RF) Proprietary Limited, registration number 2013/117370/07, a limited liability private company duly incorporated in the Republic of South Africa;
- 1.1.9. "Fees" means, as applicable, the registration fee, if any, referred to in the Admission Application Form, being a once-off non- refundable fee payable by the Parents in respect of each new Learner and/or the annual admission fee, if any, being a non- refundable fee payable by the Parents in respect of each existing Learner, which fees are payable in addition to any School Fees;
- 1.1.10. "Learner" means any child admitted as a learner at the School following application for such admission by the Parents in terms of an Admission Application Form;
- 1.1.11. "Admission" is referred to as conclusion of the final step of the learner to be taken into the school and follows the settling of all financial obligations of the parent with regard to registration fees, as well as the principal of the school's approval, and a formal notification to the parent;
- 1.1.12. "Overdue Amount" has the meaning specified in clause 3.19;
- 1.1.13. "Parents" means each of the persons who are shown in the Admission Application Form as the parents and/or guardians of each Learner referred to in such Admission Application Form and who sign this Contract as the "Parents" (although throughout this Contract reference is made to "Parents" instead of "Parent" or a guardian, and the reason for this is that in many instances both Parents and/or guardians will sign the Contract, and so if the Contract is signed by one Parent or guardian only, all references in the Contract to "Parents" should be read as if those references are to that Parent or guardian);
- 1.1.14. "Parties" means the parties to this Contract, being the Parents and the School Providers
- 1.1.15. "School" means the school operating from the physical address referred to in the Admission Application Form under the name "ACUDEO College (...)", or such different name given to the School from time to time;

- 1.1.16. "School Facilities" means all the facilities at the School which the Facilities Provider has agreed to make available so as to enable the Education Provider to provide the Education Services, including all buildings, school fields, furniture, furnishings and equipment;
- 1.1.17. "School Fees" means the amount payable or paid, as the case may be, by the Parents in return for the Education Services to be provided by the Education Provider and the School Facilities to be provided by the Facilities Provider, such School Fees -
- 1.1.17.1. being the amount (in respect of each Learner) referred to in the Admission Application Form with respect to such Learner or such different amount from time to time determined in accordance with the provisions of this Contract (and the School Fees shall escalate annually, as notified by the School Providers to the Parents); and
  - 1.1.17.2. being shared between the Education Provider (for providing the Education Services) and the Facilities Provider (for providing the School Facilities) as they may determine,
  - 1.1.17.3. does not include any amounts and costs payable by Parents in relation to school uniforms and/or stationary purchased from the School or in respect of School trips and outings or such similar costs (which will be amounts in addition to the School Fees payable by the Parents on notification from the School, as provided for in clauses 3.11 and 3.12);
- 1.1.18. "School Providers" means the Education Provider and the Facilities Provider;
- 1.1.19. "Schools Act" means the South African Schools Act, 84 of 1996;
- 1.1.20. "School Head" means the principal or, where applicable, the executive manager of the School from time to time, he or she being the individual responsible for ensuring the provision by the Education Provider of the Education Services on a day-to-day basis, and includes with reference to any particular Education Service any person to whom the School Head has delegated his or her functions in respect of such service;
- 1.1.21. "School Hours" means those times (of which Parents will be made aware from time to time) during which the Education Provider will make available Education Services at the School;
- 1.1.22. "School Premises" means the grounds and property (including buildings) provided by the Facilities Provider and on or from which the Education Services will be provided to Learners, and in respect of which the access of the general public will be appropriately limited having due regard to the fact that a school will be operating on and from the School Premises;
- 1.1.23. "School Rules" means the school rules and code of conduct adopted from time to time governing the conduct and behaviour of Parents and/or Learners in

relation to the School and in relation to other Learners and Parents (including the disciplinary code in relation to Learners);

1.1.24. "School Term" means each term of the School as notified by the School to the Parents from time to time.

## **2. SCHOOL STRUCURE**

2.1. The Parents acknowledge that they are aware that –

- 2.1.1. the School is made up of the School Facilities, which are made available by the Facilities Provider, and the Education Services, which are made available by the Education Provider through its teaching staff and other employees;
- 2.1.2. the School Fees payable by the Parents in terms of this Contract are made up of the Facility Fees (being due to the Facilities Provider in return for the Facilities Provider making available the School Facilities) and the Education Fees (being due to the Education Provider in return for the Education Provider providing the Education Services).
- 2.1.3. the School Providers have appointed a manager to run their respective affairs an businesses, including in relation to the School. The Parents agree that –
- 2.1.4. any rights which they have for or in respect of the provision of the Education Services in respect of each Learner are rights against the Education Provider only and not against the Facilities Provider;
- 2.1.5. any rights which they have for or in respect of the School Facilities being made available for the benefit of each Learner are rights against the Facilities Provider only and not against the Education Provider;
- 2.1.6. the Facilities Provider and the Education Provider will always be entitled to appoint a manager to run their respective affairs and businesses, including in relation to the School; and
- 2.1.7. if they have any queries, concerns and/or complaints relating to the School and/or each Learner's involvement in the School and/or any matter arising out of this Contract, such queries, concerns and/or complaints must be raised with the School Head. Contact details for the School Head will be available at the School office.

2.2. For so long as a Learner is admitted as a learner at the School, -

- 2.2.1. the Facilities Provider will make available the School Facilities to the Education Provider so as to enable he Education Provider to provide Education Services for the benefit of such Learner and other learners at the School;
- 2.2.2. the Facilities Provider will reasonably maintain, service and repair the School Facilities from time to time, to the extent that such facilities require maintenance, servicing and repairing; and

- 2.2.3. the Education Provider provide the Parents with the bank account details of the bank account into which all payments must, from time to time, be made by the Parents in respect of amounts which they have to pay in terms of this Contract.
- 2.3. For so long as a Learner is admitted as a learner at the School, the Education Provider will provide the relevant Education Services to each Learner and in doing so will exercise at least that degree of skill and care as is generally exercised at schools which are similar to the School.
- 2.4. The obligation of the Education Provider, as referred to in clause 2.3 will apply during (a) School Hours, and (b) at all other times during which such Learner is required by the Education Provider to be on the School Premises, and (c) at all other times during which the Learner is involved in any organized School activities.
- 2.5. The Education Provider will monitor each Learner's progress and on a regular basis generate and, subject to clause 3.19.4, send to the Parents progress report cards, and where there is any concern about a Learner's progress, the Education Provider will arrange for a meeting with the Parents to discuss such concern and ways of dealing with the concern.
- 2.6. Neither the School Head nor the Education Provider will have an obligation to diagnose any physical, mental or emotional condition that may cause any obstacle to or difficulty in or restriction on a Learner's ability as a learner. Should a diagnosis be required, the Education provider will arrange for an appropriate assessment at the request and expense of the Parents.

### **3. SCHOOL FEES AND PAYMENT**

- 3.1. As indicated in the definition of "School Fees", such fees are made up of two components, being the Education Fees, to which the Education Provider is and will be entitled for providing the Education Services and the Facility Fees, to which the Facilities Provider is and
- 3.2. At the commencement of this Contract, the School Fees for each Learner are as set out in the Admission Application Form and are payable by the date(s) and in the manner and at the place described in such Admission Application Form. School Fees shall escalate at least annually as notified by the School Provider to Parents during the last School Term (for the coming year) or as notified at any other time by the School Provider to Parents as provided for in clause 3.7).
- 3.3. If the Admission Application Form provides for alternative payment periods in respect of School Fees and the Parents have selected a particular period and thereafter wish to change to another payment period (as provided for in the Admission Application Form), they must apply (through the School office) to the School Providers for such

change to be effected. Such proposed change will not become effective until notice of such change is given to the Parents by or on behalf of the School Providers.

- 3.4. In the event that the School Fees are payable in instalments and the Parents fail to pay any instalment on the due date, the balance of the instalments, as well as any other amounts owed to the Education Provider and/or to the Facilities Provider in terms of this Contract, will automatically become immediately due and payable without any need for a notice to be given by or on behalf of the Education Provider and the Facilities Provider for this purpose.
- 3.5. If the Parents fail to pay any instalment on the due date as envisaged in clause 3.4 and the School Providers gives them time to make such payment, the giving of such time is not to be regarded as a waiver (giving up) by the School Providers of their right to insist that all amounts owing be paid immediately or an agreement that the payment dates for the remaining instalments have in any way been extended.
- 3.6. The School Providers do not have an obligation to extend any payment date but may do so in their discretion.
- 3.7. The School Providers have the right to change the amount of the School Fees and/or the payment obligations of the Parents in respect of the School Fees on written notice to the Parent(s) to the address provided by the Parents in the Admissions Application Form. Such notice may be given by the School Providers and will provide a physical address and/or an email address to which the Parents may respond as contemplated in clause 3.8.
- 3.8. If the proposed changes (in the amounts of the School Fees and/or in the payment obligations of the Parents) are not acceptable to the Parents in respect of a Learner, the Parents must, within 30 (thirty) days of being given notice of such intended changes, so notify the Schools Providers at the physical address and/or email address referred to in clause
- 3.9. If the Parents notify (in the manner and within the 30 (thirty) day period referred in clause their non- acceptance of the proposed changes with respect to a Learner, such Learners admission to the School will cease with effect from the last day of the School Term immediately before the School Term from when such changes are to be implemented. For example, if the proposed changes are to be implemented in the third School Term of a particular School year, the Learner will cease to be a Learner at the School at the end of the second School Term. For the sake of avoiding uncertainty, such termination will not have the effect of reducing or in any way doing away with any liability for the payment of any School Fees or any other amounts owing by the Parents in terms of this Contract in respect of any period before the end of the School Term first mentioned in this clause

- 3.10. If the Parents fail to give a notification (in the manner and within the 30 (thirty) day period referred to in clause 3.8) they will be regarded as having agreed to and accepted the proposed changes.
- 3.11. The School Providers may from time to time notify the Parents of other fees which relate to specific activities or events which may be recurring or once off, by giving at least 30 (thirty) days advance notice to that effect to the Parents. The notice will stipulate exactly which activities or events the other fees requested relate to.
- 3.12. The Parents may elect, in their discretion, to pay such other fees in the manner and within the time period stipulated in the abovementioned notice or not to pay such fees, provided that the Learner will only be permitted to participate in the relevant activity or event if such other fees have been paid timeously.
- 3.13. The Parents will not be entitled to any reduction or refund in respect of School Fees for any period that a Learner is under suspension.
- 3.14. If the Admission Application Form provides for the payment of a Deposit by the Parents in respect of a Learner, the Parents hereby agree to pay such Deposit by the date(s) and in the manner and at the places described in such Admission Application Form.
- 3.15. The School Providers will retain the Deposits, subject to the remaining provisions of this clause 3, in one or more separate bank accounts with a view to ensuring that such Deposits are not treated as their property as required by the provisions of Section 65(2)(a) of the Consumer Protection Act. The bank account(s) in which Deposits are retained may be selected by the School Providers, it being agreed by the Parents that there is no obligation on the part of the School Providers to select bank accounts which will provide for interest to accrue on any credit balance in such accounts.
- 3.16. The Parents agree that each Deposit is to serve as security for any and all amounts owing by them from time-to-time to the School Providers in terms of this Contract and, to the extent necessary, hereby cede all their rights in such Deposit to the School Providers as such security. Subject to the remaining provisions of this clause 3, each Deposit may be retained and utilised by the School Providers in the same proportion as the School Fees are from time-to-time split between them. The School Providers will be entitled to utilize the deposit for settling outstanding fees and or covering costs the school incurred in the administration, on-boarding and processing of the learner.
- 3.17. If a Learner ceases to be a learner at the School, then as soon as reasonably possible after the liabilities of the Parents under this Contract have been finally determined, each of the School Providers will refund its pro rata share (see clause 3.16) of the Deposit in respect of such Learner to the Parents to the extent that any portion of such pro rata share of the Deposit remains outstanding after (a) any

deductions made from the Deposit in terms of clause 3.19.3. and (b) after deducting all other amounts owing to it by the Parents in terms of this Contract, whether or not such amounts are yet due for payment.

- 3.18. Where there is more than one Parent, the liabilities or obligations of the Parents under this Contract will be joint and several. This means that the person to whom the liability or obligation is owed by the Parents will be entitled to look to all or any one or more of the Parents for the enforcement of its rights and that no Parent will be entitled to resist any claim on the grounds that it is liable or responsible for only a limited share of such claim.
- 3.19. The Parents understand and agree that their failure to timeously and fully pay any School Fees and/or any other amounts due by them in terms of this Contract is a material breach by them of this Contract (any such overdue School Fees and/or other amount being the "Overdue Amount"), and without prejudice to any other rights or remedies of the School Providers arising as a result of such a breach by the Parents (whether in law or as may be provided for in this Contract or otherwise), the school providers shall be entitled –
- 3.19.1. to charge interest ('Default Interest') at a rate equal to 1 (one) percentage point above the published prime overdraft rate of Nedbank Limited from time-to-time, or if a lower maximum rate is prescribed by law in respect of that amount, then at that lower maximum rate, on the Overdue Amount from its due date for payment until its date of actual payment; and/or
- 3.19.2. to institute legal steps or legal proceedings against the Parents to recover the Overdue Amount plus any Default Interest and to recover from the Parents all legal costs incurred by them, on an attorney and client scale, including collection commission, to the maximum extent permitted by law, in taking any such legal steps or instituting any such legal proceedings for the purpose of claiming the payment of any Overdue Amounts plus any Default Interest; and/or
- 3.19.3. to use the Deposit for the purpose of settling the Overdue Amount plus any Default Interest (provided that if amounts are owing to both the Education Provider and to the Facilities Provider and such amounts are due for payment and the Deposit is insufficient to discharge the overdue indebtedness in full, the full amount of the Deposit may then be utilized by the Education Provider and the Facilities Provider in proportion to the respective amounts so owing to them; and/or
- 3.19.4. unless provided differently by court order, to withhold any progress reports or cards, transfer cards or any other results relating to a Learner's performance in any respect until such time as the Overdue Amount plus any Default Interest and legal costs have been paid in full; and/or

- 3.19.5. unless provided differently by court order, to suspend such Learner's attendance at the School until such time as the Overdue Amount plus any Default Interest has been paid in full; and/or
- 3.19.6. unless provided differently by court order or legislation (and subject to any applicable provisions of the Schools Act), to terminate the admission of the Learner as a learner at the School by giving written notice to that effect to the Parents and such termination shall be effective from the end of the School Term in which such notice has been given, provided that if this Contract is so terminated, the Parents will after the conclusion of that School Term be provided with any progress reports or cards, transfer cards or any other results relating to a Learner performance.

#### **4. CONDITIONS OF ADMISSION**

- 4.1. Even though an Admission Application Form has been completed and signed by the Parents, and signed by or on behalf of the School Providers, and even though this Contract has been signed by the Parties, a Learner will not be allowed to attend the School at the beginning of a School Term or, unless provided differently by court order, at the beginning of any academic year until all amounts which are due for payment before the beginning of such School Term or, in the case of an academic year, all overdue Amounts plus any Default Interest which remains unpaid from the previous academic year by the Parents in terms of this Contract, including any Deposit (if applicable) and Fees have in fact been paid and such Learner (assisted by the Parents) has signed all forms which the Learner is required to sign by or on behalf of the School Providers (in accordance with the requirements of the Schools Act) in relation to the School Rules, bullying, and drug and alcohol abuse and/or in relation to any matter prescribed by the Schools Act.
- 4.2. As far as the Constitutional Court ruling of 2020 is concerned, parents and learners will be allowed to make submissions to the school in the case of outstanding fees leading to the possible suspension of school attendance. It remains the School Provider's prerogative to consider the validity of these submissions and basing its decisions on them.
- 4.3. Parents will be notified what amounts have to be paid, when such amounts have to be paid and how such amounts have to be paid.
- 4.4. It is within the discretion of the School Provider (the Manager) to change and apply rules and conditions on the settlement of outstanding fees; including on a case by case basis; such rules to be communicated to parents when changes occur;
- 4.5. The admission of the Learner to the School will continue indefinitely until such Learner has successfully completed the applicable examinations at the end of Grade 12 or such admission ends sooner in terms of this contract.

- 4.6. School attendance by the Learner is compulsory in terms of the Schools Act. The School must therefore be provided with any information required in respect of casual or prolonged absence from the School by the Learner. The School must be notified of any intended absence of the Learner from the School by no later than 9.00 am on the first day of such absence.

## **5. PERSONAL INFORMATION**

- 5.1. The Parents hereby consent to the School Providers –

- 5.1.1. collecting, storing and processing information in relation to the Parent and the Learner including contact names, contact details and contact information, and to such information being made available to other parents or guardians of learners at the School, staff at the School and responsible persons engaged or authorised by the School, for school-related purposes; and/or
- 5.1.2. including photographs and the name of a Learner in any School publication or press release that celebrates the School's and the Learner's activities, achievements and success; and/or
- 5.1.3. supplying information and a reference in respect of each Learner to any other educational institution which the Parents suggest the Learner may attend; and/or;
- 5.1.4. informing any other school or educational institution (to which the Parents propose sending a Learner) of any outstanding amounts that remain payable by the Parents to the School Providers.

- 5.2. Neither the School Providers nor any of their managers, representatives, staff members or other employees will be liable for any loss or damage that either Parent or any Learner suffers as a result of the School Providers furnishing any opinion or making any statement or disclosure of information in accordance with the provisions of this clause 5.

- 5.3. The Education Provider undertakes to exercise reasonable care with a view to ensuring that (a) the provision of any information concerning a Learner is accurate, and (b) any opinion given regarding a Learner's ability, aptitude and character is fair.

- 5.4. Other than as contemplated in clauses 5.1 and 5.3 (or elsewhere in this Contract), the School Providers will not distribute or otherwise publish any personal information in its possession in respect of a Parent unless the written consent of such Parent to do so is given to them, and in which case they will only distribute or otherwise publish the specified information in accordance with such written consent of that Parent. This clause does not prohibit the School Providers or any person on behalf of them taking any steps, including the institution of legal proceedings, for the enforcement of any of their rights in terms of this Contract nor from disclosing such information when required to do so by law.

## **6. SUSPENSION OR TERMINATION OF ADMISSION**

- 6.1. The admission of the Learner as a learner at the School may be terminated in accordance with any one or more of the following sub-paragraphs, subject however always to any relevant provisions of the Schools Act –
- 6.1.1. by the Parents giving at least a complete School Term's notice to that effect to the School Head (in order to comply with this requirement, the notice must be given before the commencement of the last School Term during which the Learner is to attend the School);
  - 6.1.2. by the School Providers giving at least a complete School Term's notice to that effect to the Parents (in order to comply with this requirement, the notice must be given before the commencement of the last School Term during which the Learner is to attend the School);
  - 6.1.3. the Parents may, in place of giving the notice referred to in clause 6.1.1, agree to pay the School Fees for the School Term contemplated in such clause (in other words, the School Term that would otherwise have been the notice School Term), and provided such School Fees, as well as all other amounts owing to the School Providers are paid in full before the beginning of such School Term, the admission of the Learner as a learner at the School will come to an end on the last day of the School Term during which such payment(s) are made unless the Parents choose to remove the Learner before such last day;
  - 6.1.4. if the School Head is reasonably of the opinion that the Education Services provided by the Education Provider can no longer provide adequately for any special educational needs of a Learner(if any), the School Providers will be entitled to terminate the admission of such Learner as a learner at the School by giving at least 30 (thirty) days' notice to that effect to the Parents, after which the admission of the Learner as a learner at the School will come to an end on the last day of the School Term during which such notice period expires;
  - 6.1.5. in the circumstances envisaged in clause 3.19.5;
  - 6.1.6. if the Parents or either of them breach this Contract in any other way (other than failing to pay any amount as referred to in clause 3.19.5, it being understood that such clause deals with such failure of not paying) and fail to remedy such breach within a period of thirty 30 (thirty) days after being given notice by or on behalf of the School Providers requiring the breach to be remedied, the School Providers will be entitled to terminate the admission of such Learner as a learner at the School by giving notice to that effect to the Parents, and such termination will take effect on the date on which such notice is given; and
  - 6.1.7. if the School Head is reasonably of the opinion that the conduct and behaviour of either Parent or of any Learner is of such an unreasonable nature that it is

negatively affecting or is likely to negatively affect the progress of a Learner or of other learners in attendance at the School, and/or the wellbeing of any member of the School staff, and/or the School's reputation and good name, the School will be entitled, pending the outcome of a disciplinary enquiry, to suspend a learner from the School, and pursuant to the outcome of the disciplinary enquiry, to terminate the admission of such Learner as a learner at the School by giving at least 14 (fourteen) days' notice to that effect to the Parents, whereupon the admission of the Learner as a learner at the School will come to an end on the last day of the School Term during which such notice period expires (and the Learner may not return to the School Premises during his/her period of suspension, save that, if applicable, (i) the Learner may do so only to write exams falling within the period of suspension (ii) the Learner shall write such exams separately to their classmates and (iii) the Learner must leave the School Premises immediately after each exam) – note clause 4.2 in terms of allowing the parents and learners to make submissions to the school on why school attendance should not be suspended)

- 6.2. The admission of each Learner as a Learner at the School will terminate automatically on the death of a Learner.
- 6.3. Any termination of the admission of the Learner under clause 6.1 will not have the effect of reducing or in any way doing away with any liability for the payment of any School Fees or any other amounts owing by the Parents in terms of this Contract in respect of any period before the end of such termination. The right to terminate the admission of a Learner in terms of either clause 6.1.1 or 6.1.2 is a right which is not dependent on there being any good cause justifying such termination, it being agreed and understood that such termination may be effected by the required notice being given entirely within the discretion of the Parents (in the case of clause 6.1.1) and entirely within the discretion of School (in the case of clause 6.1.2).

## **7. ACKNOWLEDGEMENTS, WAIVERS AND DECLARATIONS BY THE PARENTS**

7.1. The Parents hereby –

- 7.1.1. confirm that the School Providers reserve the right to apply the consequences of its disciplinary policies, including out of hours' detention of the Learner, suspension and/or expulsion, irrespective of whether the Learner commits a breach of its behavioural code on or outside of the school premises.
- 7.1.2. confirm that if the School Head is of the reasonable opinion that the conduct and behaviour of either Parent or of any Learner is of such an unreasonable nature that it is negatively affecting or is likely to negatively affect the progress of a Learner or of other learners in attendance at the School, and/or the wellbeing of any member of the School staff and/or the School's reputation and good name, the School Head may in his or her discretion suspend any Learner's

attendance at the School for such period as the School Head considers appropriate;

- 7.1.3. confirm that they have familiarized themselves with the nature and extent of the Education Services (which includes sports activities) organized and provided by the Education Provider, as well as the School Facilities that have been and will be made available by the Facilities Provider for the use of learners, including each Learner, and that they are fully aware of the risks and dangers that each Learner may be exposed to as result of his or her participation in the Education Services and use of the School Facilities;
- 7.1.4. consent (except to the extent indicated otherwise in the Admission Application Form or to the extent that such consent is withdrawn in whole or in part by the Parents giving written notice to that effect to the School) to each Learner participating in all the Education Services (including sports activities), making use of all the School Facilities and being transported to and from any School activity that takes place off the School Premises;
- 7.1.5. agree, subject to clause 7.1.6, that they will not hold the School Providers nor any of their managers, representatives, staff members or other employees liable for any death, injury, loss, damage, costs and/or expenses that a Learner and/or the Parents or either of them may sustain or incur as a result of a Learner participating in any of the Education Services (including any sports activities) and/or using any of the School Facilities;
- 7.1.6. record that their undertaking in clause 7.1.5 not to hold a particular person liable applies only in respect of such person if the person in question has acted reasonably and with the necessary care (and in deciding whether a person has acted reasonably and with the necessary care, due regard must be had to the functions and responsibilities which can reasonably be expected of such person in relation to the incident which causes the death, injury, loss, damage, costs or expenses in question);
- 7.1.7. undertake to indemnify and hold harmless the School Providers, any of their managers, representatives, staff members or other employees against any claims arising from or in respect of the theft, loss, damage or destruction of any personal property of whatever nature (including School uniforms, sporting equipment, books, or any other personal possessions) brought onto the School Premises by a Learner (save that this undertaking will not apply to any person in whose care and possession any of the personal property has been placed and the theft, loss, damage or destruction is as a result of such person having treated or used the personal property as its own or such person not having exercised the necessary degree of care, diligence and/or skill when handling, safeguarding or using the property, and in deciding whether a person has

exercised the necessary degree of care, diligence and/or skill, due regard will be paid to the functions and responsibilities which can reasonably be expected of such person in relation to the handling, safeguarding and usage of the property);

- 7.1.8. accept that a Learner may require emergency medical care at a time that neither of them is easily contactable and therefore delegate to the School Head and/or staff members of the School, the power to authorise any and all such medical treatment and take any and all such steps that he or she considers necessary to provide the Learner in question with the best medical care possible under the circumstances;
- 7.1.9. confirm that they have recorded in the Admission Application Form all relevant details of each Learner's medical conditions (if any), prescribed medication (if any) and/or special healthcare needs (if any) and promise to immediately notify the School Head of any changes in a Learner's health, medicine, wellbeing or special healthcare needs;
- 7.1.10. indemnify and agree to hold harmless the School Head, the School Providers and any of their managers, representatives, staff members or other employees from and against any claim made by any person, including by or on behalf of any Learner or either Parent, arising from or in connection with any physical and/or emotional and/or mental injury or harm or death as a result of any medical treatment or medication administered and/or any steps taken to arrange such medical treatment for a Learner;
- 7.1.11. acknowledge and accept responsibility for the payment of all medical and related costs for each Learner's medical treatment;
- 7.1.12. acknowledge that their on-going co-operation with the School Providers and good relationships amongst parents of the School and amongst the learners at the School is vital to the provision of a holistic and optimal educational experience for each Learner;
- 7.1.13. confirm and agree that they have read and understood the School Rules in existence as at the date of the admission to the School of each Learner, accept the content thereof as binding upon them and each Learner and undertake to abide by them and to properly familiarize themselves with all amendments to the School Rules from time-to-time (they also agree that if they do not understand any aspect of the School Rules, they will approach the School Head without unreasonable delay for the purpose of seeking clarity);
- 7.1.14. confirm and agree that they are responsible for the behavior and conduct of each Learner after School Hours whether or not such Learner is on or off the School Premises at such time;

- 7.1.15. confirm and acknowledge that the School Providers (i) are hereby permitted and authorized to access available information in relation to the Parents (including the undertaking of credit bureau checks) and (ii) hereby give the School Providers permission and authorization to supply consumer credit information to any debt collectors and/or credit bureau (and in this regard it is recorded and acknowledged by the Parents that the School Providers may transmit to any debt collectors and/or credit bureau data about this agreement as well as information on the non-compliance with the terms and conditions of this agreement by the Parents); and
- 7.1.16. confirm and acknowledge that the School Head or his or her delegate may, in accordance with the provisions of the Schools Act, (i) at random, search the Learner, or the property of Learner, for any dangerous object or illegal drug and (ii) at random administer a urine or other non-invasive test to the Learner that is on fair and reasonable grounds suspected of using illegal drugs, after taking into account all relevant factors contemplated.
- 7.2. In addition to and without relieving the Parents of any of their specific obligations under this Contract, the Parents promise to -
  - 7.2.1. encourage and ensure that each Learner obeys all School Rules to the extent they are applicable;
  - 7.2.2. uphold and conduct themselves in accordance with the School Rules; fulfil their own obligations on time under this contract;
  - 7.2.3. encourage each Learner in his or her studies and to provide the Learner with appropriate assistance and support in completing his or her homework;
  - 7.2.4. appropriately regulate and control all other matters at home that may have an influence or negative impact on each Learner's well-being and/or academic progress;
  - 7.2.5. notify the School Head of (a) any changes to the contact details of the Parents, (b) any problem or circumstance that is expected to affect a Learner's participation in the Education Services and/or wellbeing, and/or (c) any matter that requires prioritization with respect to the each Learners best interests;
  - 7.2.6. maintain a courteous and constructive relationship with the School Head, all School staff and the parents of learners at School, and to attend all parent meetings whenever reasonably possible to do so; and
  - 7.2.7. communicate with the School Head on any issue that is in the opinion of the Parents of importance in supporting and promoting the best interests of each Learner.
  - 7.2.8. ensure that their child(ren)/learner(s) are equipped with a smartphone/tablet device that is compatible with the current requirement specifications of the school's educational support, Technology Programmes and Applications.

7.3. Each Parent hereby declares that all information provided by the Parents in the Admission Application Form and in this Contract is true, complete and correct in all respects. If any of such information changes, the Parents undertake to notify the School Head of such change without unreasonable delay. Each Parent further declares that all other information provided to the School in connection with a Learner or such Learners involvement in any of the education services (including as regards attendance or non- attendance at the School) will be true, complete and correct at the time that such information is provided.

## **8. NOTICES**

- 8.1. Where the Parents have to give a notice to any Party in terms of this Contract, such notice shall be validly given by delivering it to the School's physical address, fax number or e-mail address, which details appear on the Admission Application Form.
- 8.2. Where a notice has to be given to the Parents in terms of this Contract, such notice shall be validly given by delivering it to the Parents' physical address, fax number or e-mail address, which details appear on the Admission Application Form.
- 8.3. The Parties may change their address details for the purposes of notices to any other physical address, telefax number, cellular phone number or e-mail address by written notice to the other Parties to that effect.

## **9. GENERAL**

- 9.1. This Contract sets out the whole of the agreement between the Parties relating to the matters dealt with in the Contract and, except to the extent that this Contract provides otherwise, no undertaking, representation, term or condition relating to the subject matter of this Contract not contained in this Contract will be binding on either of the Parties. No addition to or variation, deletion, or agreed cancellation of all or any clauses or provisions of this Contract will be of any force or effect unless in writing and signed by the Parties. No waiver (in other words, giving up of a right), suspension or postponement by a Party of any right under this Contract will be of any force or effect unless in writing and signed by such Party.
- 9.2. The School may, without the consent of the Parents, cede, delegate and 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 assignment and the splitting of any claims as a result of such cession, delegation and assignment. This Contract may be executed in several counterparts. Please indicate your ANNUAL household income BEFORE TAX with an X. Please note that this is for statistical purposes only and that this information will be treated confidentially. (Already completed in the application booklet)

## 10. LEARNER DETAILS

| Less than 350 000 | 350 001-650 000 | 650 001-950 000 | 950 001 + |
|-------------------|-----------------|-----------------|-----------|
|                   |                 |                 |           |

1. Full name:\_\_\_\_\_ Grade for 2026:\_\_\_\_\_ DOB:\_\_\_\_\_

2. Full name:\_\_\_\_\_ Grade for 2026:\_\_\_\_\_ DOB:\_\_\_\_\_

3. Full name:\_\_\_\_\_ Grade for 2026:\_\_\_\_\_ DOB:\_\_\_\_\_

4. Full name:\_\_\_\_\_ Grade for 2026:\_\_\_\_\_ DOB:\_\_\_\_\_

Signed at:\_\_\_\_\_ on:\_\_\_\_\_ 20\_\_\_\_

## 11. PARENT DETAILS

### Parent / Guardian 1 (please print)

Name:\_\_\_\_\_ Mr/Mrs/Ms:\_\_\_\_\_

Signature: \_\_\_\_\_

### For ACUDEO College (please print)

Name:\_\_\_\_\_

Designation:\_\_\_\_\_ Signature: \_\_\_\_\_

**Parent / Guardian 2 (please print)**

Name: \_\_\_\_\_ Mr/Mrs/Ms: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed at: \_\_\_\_\_ on: \_\_\_\_\_ 20\_\_\_\_

Signed at: \_\_\_\_\_ on: \_\_\_\_\_ 20\_\_\_\_