



KEARSNEY COLLEGE
Founded in 1921

Enrolment Agreement

In respect of _____

(the Pupil's full name)

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure "B", confirm that he/she/they are the Parent/s or legal guardian/s of the Pupil, whose details appear in Annexure "A". 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 Pupil to be successfully enrolled and retained at Kearsney.

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this Contract, the Parent/s and Third Party (if applicable) agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of Kearsney, which form part of this Contract. If there is any provision in this Contract that is not fully understood, please ask for an explanation before signing.

This Contract contains clauses which appear in similar text style to this notice and which:

1. may limit the risk or liability of Kearsney or a third party; and/or
2. may create risk or liability for the Parents or Third Party; and/or
3. may require the Parents or Third Party to indemnify Kearsney or a third party; and/or
4. serve as an acknowledgement of a fact or facts by the Parents or Third Party.

The Parents and Third Party's attention is drawn to these clauses because they are important and should be carefully noted. The rights the Parents and Third Party have in this Contract are in addition to and do not affect the statutory rights and remedies they have under consumer protection law. In the event of conflict between this Contract and consumer protection law, the Parents or Third Party's 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 the Parents or Third Party or Kearsney in terms of the Consumer Protection Act.

1. DEFINITIONS AND INTERPRETATION

In this Contract –

- 1.1. **"Acceptance Fee"** means the fee paid by or on behalf of the Parents as an agreed, non-refundable contribution to Kearsney's development programme, payable on the Pupil's acceptance to Kearsney;
- 1.2. **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Pupil, as determined by Kearsney from time to time, including without limitation the supply of school uniforms and clothing;
- 1.3. **"Additional Fees"** means those amounts payable for the Additional Goods/Services and additional costs and levies required from time to time and notified to the Parents in advance, to provide adequately for the education and related activities and services provided to the Pupil, including the costs of extra-curricular activities or special educational needs;
- 1.4. **"Application Fee"** means the fee paid by the Parent/s when making application for enrolment at Kearsney, being a fee to cover all the administrative and other costs involved in registering the application of the Pupil at Kearsney;
- 1.5. **"Board of Governors"** means the Board of Governors of Kearsney from time to time;
- 1.6. **"Contract"** means this document, including all its annexures as well as any Policies;
- 1.7. **"Consumer Protection Act"** means the Consumer Protection Act, No 68 of 2008;
- 1.8. **"Fees"** means any amounts owing to Kearsney in connection with the Pupil's enrolment, education and related activities at Kearsney. Such Fees shall be communicated to you in advance and may include, but are not limited to, the –

- 1.8.1. Application Fee;
 - 1.8.2. Acceptance Fee;
 - 1.8.3. School Fees;
 - 1.8.4. Additional Fees; and
 - 1.8.5. Incidental Expenses;
- 1.9. **"Headmaster"** means the person appointed by the Board of Governors and/or Trustees to be responsible for the day-to-day management of Kearsney, and includes any person being so responsible in an acting capacity;
- 1.10. **"Incidental Expenses"** means the charges which the Pupil may incur and/or which are payable. Such charges include, but are not limited to, the costs of going on a School tour, doctor's, medical and other related fees or charges, the cost of medicines, private tuition, the private use of transport, stationery, dry cleaning, photocopying and printing charges, special outings, club and society activities;
- 1.11. **"Kearsney"** means Kearsney College;
- 1.12. **"Parent"** means each person who has signed this Contract as the Parent or legal guardian of the Pupil, and whose details appear in Annexure "B";
- 1.13. **"Parties"** means the Parent/s, the Third Party (if applicable) and Kearsney;
- 1.14. **"Policies"** means the rules, principles and policies adopted by Kearsney from time to time, and as may be amended from time to time, as publicised to the Pupil and the Parents from time to time, and which may include (but are not limited to) the Rules; Schedule of Fees; Debtors' Policy; Terms and Conditions of Kearsney, the Code of Conduct: the Cautionary and Grievance Procedures for Parents; Disciplinary Code; Drugs Policy; Alcohol Policy; Computer Policy; and Social Media Policy: and are available on request free of charge, or on Kearsney's website;
- 1.15. **"Pupil"** means the person whose details appear in Annexure "A";
- 1.16. **"Rules"** means the rules of Kearsney, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of Kearsney, and which may be included in the Policies, and are available on request free of charge, or on Kearsney's website;
- 1.17. **"School Fees"** means the annual fees payable to Kearsney in connection with the Pupil being a Pupil at Kearsney, including in connection with the Pupil's tuition, boarding, levy/ies, personal accident insurance and Kearsney College Old Boys' Club membership, but excluding any Application Fee, Acceptance Fee, Additional Fees or Incidental Expenses;
- 1.18. **"Third Party"** means the person or entity, other than the Parent or guardian, nominated by the Parent or guardian in Annexure "C" to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those Fees;
- 1.19. **"Trust"** means the Kearsney College Trust, Masters reference IT2847/1983/PMB., being the owner of Kearsney and the immovable property and buildings on and in which it is conducted;
- 1.20. **"Trustees"** means the Trustees of the Trust from time to time;
- 1.21. **"VAT"** means value added tax as defined under the VAT Act;
- 1.22. **"VAT Act"** means the Value-Added Tax Act, 1991;
- 1.23. words importing the masculine gender include the feminine and neuter genders and *vice versa*, the singular includes the plural and *vice versa*, and natural persons include artificial persons and *vice versa*;

- 1.24. the headings of the clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this agreement nor any clause hereof;
- 1.25. where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day;
- 1.26. the rule of interpretation of contracts that the contract shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of the agreement (i.e. the *contra proferentem* rule), shall not apply;
- 1.27. whenever the word "including", "include" or "includes" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.

2. GENERAL RIGHTS AND OBLIGATIONS OF THE SCHOOL

- 2.1. The admission and enrolment of Pupils to Kearsney is at the discretion of the Headmaster who may refuse a Pupil admission to Kearsney without giving reasons therefor and may grant temporary or provisional enrolment to Kearsney subject to such further terms and conditions as the Headmaster may impose.
- 2.2. The Headmaster may, at his/her sole discretion, cancel enrolment in accordance with the terms of this Contract, the Policies and/or the Rules.
- 2.3. This Contract regulates the enrolment and admission of the Pupil to Kearsney and the relationship between Kearsney, the Pupil, the Parent/s and/or the Third Party once the Pupil is admitted and enrolled with Kearsney.
- 2.4. While the Pupil is a Pupil of Kearsney, Kearsney undertakes to exercise reasonable skill and care in respect of his education and welfare. This obligation will apply only during school hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by Kearsney.
- 2.5. Kearsney shall monitor the Pupil's progress at Kearsney and produce regular written reports. Kearsney will advise the Parent/s if it has any concern about the Pupil's progress, but does not undertake to diagnose any learning disability or other condition. A formal assessment can be arranged either by the Parent/s or by Kearsney at Parent/s expense.
- 2.6. **The Parents take cognisance of any limitations of Kearsney's physical environment, facilities and resources which may limit its ability to provide high quality education to the Pupil with special educational needs (whether due to neurological, visual, physical, behavioural or emotional barriers, hearing impairments, or any other medically assessed special need). To the extent that, in the reasonable opinion of the Headmaster, Kearsney cannot, or can no longer, provide adequately for the Pupil's special educational needs, Kearsney may not offer enrolment with Kearsney or may cancel this Contract in terms of clause 11.3.**

3. INDEMNITY AND LIMITATION OF LIABILITY

- 3.1. **Kearsney, including the Trustees, the Board of Governors, the Headmaster, the staff and any other Pupils of Kearsney will not be liable for any claims or damages arising from injuries received by the Pupil or for any loss or damage to property of yours or of the Pupil, from any cause whatsoever and whether occurring or arising on Kearsney property or premises or not. The Parents hereby jointly and severally indemnify Kearsney, the Trustees, the Board of Governors, the Headmaster and the staff, and hold them harmless against such claims or damages. Such indemnity and exemption from liability also includes, without limitation, any injury, damage or loss to the Pupil during any extramural activity whilst the Pupil, being about the affairs of Kearsney, is nonetheless off Kearsney's property. This indemnity will not apply to a claim or damages arising out of a reckless or grossly negligent act or omission on the part of Kearsney, the**

Trustees, the Board of Governors, the Headmaster or any person for whom Kearsney is vicariously liable.

- 3.2. Notwithstanding clause 3.1, any claim against Kearsney, the Trustees, the Board of Governors, the Headmaster or any person for whom Kearsney is vicariously liable, will be limited to the amount paid by Kearsney's public liability insurance cover.
- 3.3. Unless the Parents expressly notify Kearsney in writing to the contrary, the Parent's consent to the Pupil participating, both on and off Kearsney premises, in sports and other activities (including contact sports) which may entail risk of physical injury, as well to the Pupil travelling to and participating in School activities and programmes off Kearsney premises.

4. PARENT'S GENERAL OBLIGATIONS

- 4.1. The Parent must inform Kearsney in writing, prior to admission and enrolment, or as soon as they become aware thereof, of any special educational, physical or medical needs of the Pupil. In particular the Parents acknowledge that they are obliged to draw to Kearsney's attention any serious health or mental illness or addiction which the Pupil may have or succumb to as soon as either of them becomes aware of the condition.
- 4.2. In order for Kearsney to fulfil its obligations, it needs the Parents co-operation. Without detracting from any specific obligations contained in this Contract, the Parents are required to fulfil their obligations under these terms and conditions; to encourage the Pupil in his studies and other School related activities; to give appropriate support at home; to keep Kearsney informed of matters which affect the Pupil; to maintain a courteous and constructive relationships with School staff; and to attend meetings and otherwise keep in touch with Kearsney where the Pupil's interests so require.
- 4.3. **All disciplinary matters relating to the education, training and extramural activities of the Pupil vest in the Headmaster or in a person authorised by the Headmaster. The Parents acknowledge that the Pupil will at all times be subject to the Rules and the Policies.** The Headmaster or his nominee has the power to expel or suspend the Pupil or give notice of termination to the Parents, or to require the Parents to remove the Pupil, at any time and for any reason which he, in his discretion deems adequate, including misconduct and irretrievable breakdown of the relationship with Kearsney, a negative effect on the progress of the Pupil or another Pupil (or other Pupils at Kearsney), the well-being of Kearsney staff or bringing Kearsney into disrepute.
- 4.4. The Parents may be asked to remove the Pupil either immediately and without notice, or within a specified period that is shorter than a full term's notice, and Kearsney is not required to give the Parents a full term's written notice. If the Headmaster exercises this right any prepaid fees will be refunded to the Parent, prorated according to the time the Pupil attended the school..
- 4.5. The Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and the Pupil may be expelled or suspended for offences which are not included in these examples. In particular, the Headmaster may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Pupil or the circumstances of the case otherwise justify such action.

5. NOTICE OF WITHDRAWAL AND CHANGE IN STATUS

- 5.1. **Where the Pupil is to be removed any time before completing his Grade 12 year, a full school term's notice must be given in writing to the Headmaster.** Should such notice not be received before the commencement of the Pupil's last term at Kearsney, then the Parents will be liable for the Fees of the following term in lieu of proper notice. If the Pupil is a boarder, the fees will include boarding fees.
- 5.2. **A change in status from boarder to day scholar also requires a full school term's notice in writing to the Headmaster.** Should such notice not be received before the commencement of the Pupil's last term at Kearsney, then the Parents will be liable for the boarding fees of the following term in lieu of proper notice.

6. POLICIES OF THE SCHOOL

- 6.1. **The Parents declare that they have read and understood the Policies of Kearsney as adopted and publicised by Kearsney (and will read any amendments thereto from time to time) and agree to abide by these Policies and to ensure that the Pupil abides by them too.** All Policies are either on Kearsney's website or copies are available on request, or both.
- 6.2. The Parents also undertake to comply with all the Rules of Kearsney and to ensure that the Pupil abides by them too, and acknowledge that it is their responsibility and that of the Pupil to make themselves and the Pupil familiar with the Policies and the Rules.
- 6.3. **The Parents acknowledge that they are responsible for the Pupil, whether on the property of Kearsney or not, after the notified finishing times of any School activity/event/function and that they will ensure that the Pupil obeys all the Rules and Policies where they apply to the Pupil.**
- 6.4. **Drug Policy and Screening:** Kearsney has a Drugs Policy, a copy of which will be provided on request to the Parents and is available on Kearsney's website. The Parents hereby consent to the Pupil being tested at any time at Kearsney's expense for possible drug usage, by giving a urine sample. The Parents accept that such a urine test is only a guide, and hereby consent to a positive test being referred to medical laboratories at the Parent's cost for confirmation or otherwise. The Parents agree that they and the Pupil will be bound by the terms of the Drugs Policy, as amended from time to time.
- 6.5. **Religion:** Whilst Kearsney welcomes boys of all faiths, only the Christian faith will be practised at the College, and attendance at Chapel services and Religious Education classes is compulsory for all boys. Written requests to the Headmaster for boys to attend other religious activities that require time off from school will be favourably considered.
- 6.6. **Pupil's Insurance schemes:** A Pupil's participation in a personal accident insurance scheme is compulsory and will be charged for by Kearsney. Participation in a permanent disability insurance scheme, if available, is optional.

7. ACCEPTANCE AND ACCEPTANCE FEE

- 7.1. An offer of a place for the Pupil at Kearsney is accepted (subject to clause 7.3) by:
- 7.1.1. the Parents signing this Contract and returning it to Kearsney; and
 - 7.1.2. payment of the Acceptance Fee; and
 - 7.1.3. full compliance with any other terms or conditions notified to the Parents by Kearsney at the time the offer is made.
- 7.2. Kearsney reserves the right to waive compliance with fulfilment of any of the provisions of clause 7.1, whether before or after the due date for fulfilment thereof.
- 7.3. **The Parents acknowledge that Kearsney may offer places to more Pupils than it is able to take in any given year, and that despite proper acceptance by the Parents in terms of clause 7.1, Kearsney reserves the right, at its sole discretion, to only fill the number of allocated places for Pupils it is willing to take. If, despite the Parents having properly accepted an offer of a place, Kearsney exercises its aforementioned discretion or is not able to take the Pupil for any reason whatsoever, it will notify the Parents as soon as it is reasonably able to do so. In such instance, any Acceptance Fee paid will be refunded.**
- 7.4. **If, subsequent to entering into this Contract, the Pupil does not take up a place at Kearsney (save for by reason of death or long term hospitalisation) the Parents will not be refunded the Acceptance Fee.** The Acceptance Fee will be kept by Kearsney as a reasonable cancellation fee for the Pupil's withdrawal.

- 7.5. **Kearsney reserves the right to refuse entry to Kearsney of the Pupil (and to terminate this Agreement) where any circumstances have changed between the date of application or acceptance and the commencement of the school year in which the Pupil is to first enter Kearsney. It is at Kearsney's sole discretion to exercise this right for any reason whatever, including but not limited to changes in the Parent's credit worthiness, the payment record with any school at which the Pupil was previously enrolled, or the behaviour or academic performance of the Pupil. If the Acceptance Fee has already been paid, it will be refunded to the Parents.**

8. FEES AND PAYMENT OF FEES

- 8.1. **The Parents (and the Third Party if applicable) have full responsibility for the payment of any Fees applicable to the Pupil.** The Parents also acknowledge that School Fees are payable in advance and that facilities exist for monthly payments. If the Parents are unclear about any of their financial obligations, Kearsney will on request provide a written explanation.
- 8.2. Any Fees or other amounts owing to Kearsney and not paid on or before 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 Kearsney determines from time to time in its sole discretion. Interest not paid to Kearsney 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 Kearsney will be entitled to recover 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.
- 8.3. **The Parents and if applicable, the Third Party, expressly accept liability for payment of the Additional Goods/Services and any interest accruing thereon, in accordance with clauses 8.1 and 8.2.** The Parent and if applicable, the Third Party, acknowledge that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that they have expressly accept such Additional Goods/Services.
- 8.4. Any Additional Fees arising will be added to Kearsney account, which will be payable on presentation of the statement reflecting such Additional Fees.
- 8.5. **A certificate signed by the bursar, Headmaster or Acting Headmaster showing the amount owing by to Kearsney in respect of Fees shall be proof that the said amount is due, owing and payable, unless the contrary is proved,** and it will not be necessary in such proceedings to prove the appointment of the designated person who signed the certificate. Where the amount of Kearsney's claim is disputed by the Parents or the Third Party, the Parents or the Third Party, as applicable, shall bear the onus of proving that such amount is not owing and/or due and/or payable.
- 8.6. If the Third Party takes responsibility for the payment of the Fees, the Parents by their signature hereto, hereby bind themselves jointly and severally in their personal capacity as surety and co-principal debtor with the Third Party for payment to Kearsney of any amounts which are owing and which may at any time become owing to Kearsney by the Third Party.
- 8.7. **The Parents also acknowledge that if any instalment on account of Fees which are payable is not paid on its due date; the whole balance of the Fees outstanding will immediately become due and payable.**
- 8.8. The Parents, or if applicable, the Third Party, are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay the school fees annually, per term or over the first 11 months of each year. The annual School Fees will be set out in a fee schedule and communicated to the Parents and placed on Kearsney website by the end of the year prior to that in respect of which they are to be applicable. Kearsney Fees may be subject to subsequent amendment (even during a school year) if so communicated to the Parents.
- 8.9. If the Parents wish to pay their Fees by monthly debit order, they may authorise Kearsney to effect a debit order against a nominated bank account. The details of the bank account to be debited appear in annexure "B". The Parents acknowledge that Kearsney will only be able to process such

debit order if all the applicable bank's requirements are met, and the Parents undertake to provide all such information and documentation as the bank may require in order to enable Kearsney to effect the debit order.

- 8.10. The Parent/s agree that fees paid in advance will be deposited by Kearsney and held in accordance with the Consumer Protection Act, but that Kearsney will be entitled to treat any interest accruing or generated from such funds as income to Kearsney.
- 8.11. Kearsney fees will be reviewed from time to time and may be increased by an amount which Kearsney considers reasonable. Kearsney will endeavour to give at least one calendar months' notice of any increase in the fees due for a particular term. The Parents have a right to cancel this Contract by written notice to Kearsney should the Fees increase to an amount which the Parents no longer wish to pay, provided that Kearsney is given written notice of that intention within 7 (seven) days of Kearsney's notification of an increase, failing which the cancellation provisions of clause 11.2 will apply, and the Parents will be required to provide a full term's notice or pay a term's fees in lieu of notice.
- 8.12. **In the event of the Pupil being expelled or suspended, no refund shall be payable for fees already paid or due.**
- 8.13. All amounts payable or becoming payable under this agreement exclude VAT unless otherwise specified, and Kearsney will be entitled to charge VAT in addition to the amount stated, if the provision of the services or goods in question constitute supplies that are vatatable under the VAT Act.

9. PROTECTION OF PERSONAL INFORMATION

- 9.1. **By entering into this Contract, and unless the Parents or Third Party at any time instruct Kearsney expressly and in writing to the contrary, the Parent's consent is given for Kearsney to:**
 - 9.1.1. **collect, store and process credit information about the Parents and any Third Party responsible for payment of any or all amounts comprised in the Fees;**
 - 9.1.2. **conduct credit checks and acquire such other information as may be necessary to assess the Parent's and/or Third Party's credit worthiness (which may involve information being requested from any registered credit bureau in order to conduct a credit assessment or affordability assessment in respect of the Parent and/or Third Party) and/or to trace the Parent and/or Third Party;**
 - 9.1.3. **collect, store and process names, contact details and information relating to the Parents and the Pupil, and to such information being made available to other Parents, staff or responsible persons engaged or authorised by Kearsney for School-related purposes to the extent required for the purpose of managing relationships between Kearsney, the Parents, and current Pupils as well as providing references and communicating with the body of former Pupils;**
 - 9.1.4. **include photographs, with or without name, of the Pupil in School publications and communications (including without limitation digital or electronic publications or communications), and in press releases or advertisements, advertorials or similar, relating to Kearsney's or the Pupil's activities, achievements or successes;**
 - 9.1.5. **supply information and a reference in respect of the Pupil to any educational institution which the Pupil may wish to attend. Kearsney will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his ability, aptitude and character is fair. However, Kearsney cannot be liable for any loss the Parents, the Third Party or the Pupil may suffer from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us; and**

9.1.6. inform any other school or educational institution to which it is proposed to send the Pupil, of any outstanding fees.

9.2. Kearsney may not distribute or otherwise publish any of the Parents' or Third Party's personal information in its possession, unless it is given consent in writing to do so. Should this be the case, Kearsney may only distribute or otherwise publish the information specified in the consent to the people and for the purpose stated in the written consent.

9.3. **The provisions of this clause shall survive the termination of this Contract.**

10. PERMISSION FOR LIFE THREATENING PROCEDURES

If permission is required for a life threatening operation or other medical procedure in respect of the Pupil and Kearsney is unable to make contact with the Pupil's Parents after having made reasonable efforts to do so, the Headmaster (or his nominee) is irrevocably authorised by the Parents to give such consent where the Headmaster (or his nominee) believes it to be necessary.

11. TERMINATION AND NOTICE REQUIREMENTS

11.1. This Contract will terminate when the Pupil successfully completes his grade 12, unless otherwise terminated on the other terms of this Contract. This Contract therefore has an indefinite term.

11.2. The Parents have the right to cancel this Contract at any time, for any reason, provided that Kearsney is given a full term's notice in writing of this intention before the withdrawal of the Pupil from Kearsney. Alternatively, a full term's fees (including Additional Fees pro-rated for the term) is payable to Kearsney 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. If annual school fees have been paid or if any Additional Fees have been paid in advance, those fees will be credited in proportion to the school terms still remaining for the year, less any amount payable in lieu of appropriate notice.

11.3. Kearsney also has the right to cancel this Contract at any time, for any reason, provided that it gives the Parent/s a full term's notice in writing of its decision to so terminate. At the end of the term in question, the Parent/s will be required to withdraw the Pupil from Kearsney, and Kearsney will refund the amount of any fees pre-paid for any period after the end of such term, less anything owing to Kearsney by the Parent/s or the Third Party.

11.4. The foregoing provisions of clause 11.3 are without prejudice to Kearsney's other remedies, namely Kearsney may cancel this Contract immediately and has no obligation to return any deposit or pre-paid fees if the Parent or Pupil or the Third Party is in material breach of any of their 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 Kearsney requiring the breach to be remedied, 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, but crediting the amount of any pre-paid fees and refunding any excess above such damages.

11.5. **For purposes of this Contract, a material breach is considered to exist where the Parent, Third Party or the Pupil (as the case may be) –**

11.5.1. fails to uphold the Policies and/or the Rules of Kearsney;

11.5.2. fails to pay any Fees when due;

11.5.3. fails to fulfil all legal requirements necessary for the Pupil to attend school in South Africa, if any of these legal requirements apply to the Pupil, for example, failure to obtain a valid study permit if he is a foreign citizen; or

11.5.4. act in such a way that the Parent/s or the Pupil becomes seriously and unreasonably uncooperative with Kearsney and in the opinion of the Headmaster, the Parent's behaviour or that of the Pupil's behaviour negatively affects your Pupil's or other Pupil's progress at Kearsney, the well-being of School staff, or brings Kearsney into disrepute.

12. JOINT AND SEVERAL LIABILITY

12.1. **If more than one person is a party hereto on the side of the Pupil, then the liability of such persons will be joint and several as co-principal debtors and each will be liable for the full amount at any time owing to Kearsney, irrespective of any private arrangement between themselves.**

12.2. **Where Parents are divorced or divorce after signature of this Contract, the provisions of this Contract shall prevail and there will be no obligation on Kearsney to comply with a Divorce Order unless Kearsney has been specifically ordered to comply in such Divorce Order.**

13. DISSEMINATION OF INFORMATION

The Parties consent to Kearsney disseminating their names and contact details only to other Parents, members of staff or responsible persons engaged or authorised by Kearsney for School related purposes.

14. GENERAL

14.1. The Parent/s choose the residential address/es set out in annexure "B" as their chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by Kearsney to them.

14.2. The Parents and the Third Party:

14.2.1. confirm that all the particulars that they may furnish or that have been furnished to Kearsney in connection with this Contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate; and

14.2.2. undertake to advise Kearsney in writing of any changes to the details included in this Contract.

15. JURISDICTION AND GOVERNING LAW

The Contract is governed by South African law. The Parents and the Third Parties agree that Kearsney, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by as a liquidated debt or debts to Kearsney in any Magistrate's Court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, No 32 of 1944.

16. MISCELLANEOUS

16.1. Kearsney reserves 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 Kearsney. Kearsney will give reasonable notice (depending on the circumstances), but usually not less than 7 day' notice of any such modifications.

16.2. No indulgence or grant of time by Kearsney will constitute a waiver of its rights under this Contract or otherwise.

17. PARTIAL INVALIDITY

Each term and condition contained in this Contract is separate from the other terms and conditions. As such, if any term or condition is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the remainder of the agreement will otherwise remain valid.

It is a condition of attendance at Kearsney that this Contract is signed in the space provided below by both Parents of the Pupil in all cases except where one is deceased or the Parents are divorced and Kearsney is prepared to accept the signature of only the custodian Parent. Kearsney may at its discretion either accept or reject any alteration to this Contract. If it rejects the alteration, Kearsney will not be obliged to accept the Pupil until this Contract is signed as required without such alteration.

Declaration: I/we, the undersigned, do hereby declare that I/we have read and understood this Contract, including the Policies of Kearsney.

SIGNED at _____ on _____ 20

PARENT 1 / GUARDIAN 1

SIGNED at _____ on _____ 20

PARENT 2 / GUARDIAN 2

ACCEPTED by
Kearsney College at Botha's Hill on _____ 20

HEADMASTER

ANNEXURE A: DETAILS OF THE PUPIL

Full Names and Surname: _____

Current Grade: _____

Age: _____

Identity number: _____

ANNEXURE B: DETAILS OF PARENT / GUARDIAN

	First person responsible for payment of fees	Second person responsible for payment of fees
Title		
Surname		
First Names		
Identity number		
Home Address		
Postal Address		
Email Address		
Name of Account Holder		
Name of Bank		
Name of Branch		
Branch Number		
Account Number		
Signature		
Date		

ANNEXURE C: DETAILS OF THIRD PARTY

I/we the Parent/s nominate the following Third Party to be responsible for the payment of the Fees payable in terms of the Contract prefixed hereto, and the Third Party by his/her signature accepts such nomination, and acknowledges having read and understood this agreement:

	Third Party responsible for payment of fees
Title	
Surname	
First Names	
Identity number	
Home Address	
Postal Address	
Email Address	
Name of Account Holder	
Name of Bank	
Name of Branch	
Branch Number	
Account Number	
Signature	
Date	

KEARSNEY COLLEGE

FEES FOR 2015



Application Fee (To cover administrative costs and is non-refundable)

R 600 per application

Acceptance Fee (Payable at the time of acceptance and is non-refundable)

R 20,000 per pupil

The acceptance fee is paid to a Kearsney College Educational Fund as a contribution to the College's development programme.

School Fees	2015 Annual Fees (excluding incidentals and other fees)	Per month over 11 months	Upfront Payment of Annual Fee	
			If paid IN FULL by 31 December 2014	If paid IN FULL by 30 January 2015
DAY SCHOLARS				
8 and 9 (Middle School)	R 123,200	R 11,200	R 117,350	R 118,580
10, 11 and 12 (Senior School)	R 134,800	R 12,255	R 128,400	R 129,745
BOARDERS (including tuition)				
8 and 9 (Middle School)	R 184,200	R 16,745	R 175,450	R 177,290
10, 11 and 12 (Senior School)	R 195,800	R 17,800	R 186,500	R 188,460

OTHER FEES - included in monthly statement from the College if applicable	Per month
Scholar's Personal Accident Insurance (compulsory)	R 180
Music Tuition (per instrument)	R 530
Inclusion Levy (if applicable)	R 670
Transport: Day Scholars' Transportation from:	
Westville upwards	R 800
Berea (direct)	R 820
Umhlanga (direct)	R 1,070
Boarders' Transportation from:	
Ballito	R 410
Umhlanga	R 350
Day Scholar Overnight Boarding Charge – R 140 per night	
Parents' Society Levy (optional) – R 410 per annum	
Old Boys' Life Subscription (compulsory) – a total of 2.5% of the initial boarding fee paid over the period the pupil is at the College.	

Compulsory debit orders and additional extras

Accounts must be paid by way of a compulsory eleven-month debit order system. In addition to the above annual charges, certain pupils avail themselves of other facilities such as dayboy transportation, music tuition, extra academic tuition etc. The mix of alternatives is too great to be incorporated in this notice and, accordingly, the Bursar will advise affected parents of the additional amount to be added to their monthly debit order. In addition, all matric candidates are required to pay the I E B Examination Fee amounting to R4,950 which will be invoiced over nine months from January 2015. The College reserves the right not to enter those pupils whose accounts are not fully paid up by the latest examination entry date.

The school fees and most incidentals are invoiced over 11 months and the debit orders are linked to the actual amount owing on your statement on the 25th of each month from January to November 2015. The debit order run will commence on the last working day in January 2015. Any outstanding amount after the end of November 2015 will be cleared with a final debit order run in December 2015. The debit order system can only apply to parents with South African bank accounts. Where parents make payments from foreign bank accounts, special arrangements should be made with the Bursar. No allowance is made for absence from school for illness, extended holiday and disciplinary reasons.

In certain circumstances the Bursar will, on application, allow payment to be made quarterly in advance provided that all arrears are settled in full before the commencement of the first term of 2015, and that payment will be made by no later than the first day of a term.

Upfront Payment of Fees

A 4.75% and 3.75% discount is offered if the annual fees are settled in full before the 31 December 2014 and 30 January 2015 respectively. The discount is applied to tuition and boarding and net of any scholarship, bursary or other discount. No credit card facilities are available for the upfront payment of school fees.

Payment

All payments to the College must either be by way of cheque or electronic funds transfer. For security reasons, cash will not be accepted. If the upfront payment option is elected, the Bursar should be advised in writing and payment should be made by the abovementioned dates. Cheques should be crossed "Not Negotiable" and "Not Transferable" and should be made payable to the Kearsney College Trust and sent to the Bursar, Kearsney College, P O Box 1001, Botha's Hill, 3660 or paid directly into our banking account: **Standard Bank, Hillcrest Branch, Account No. 052 019 365, Branch Code 045726. Swift Code: SBZAZAJJ.** Where money is either transferred electronically or deposited directly into the College's bank account, a copy of the payment confirmation or deposit slip should be faxed to the Bursar's office on 086 610 9419 or emailed to athompson@kearsney.com.

Special discounts for two or more brothers at the College at the same time

TWO brothers - 5% discount on the annual fee of each. THREE or MORE brothers - 10% discount on the annual fee of each. The discount is applied to tuition and boarding and net of any scholarship, bursary or other discount.

Foreign Pupils Deposit

For pupils from outside South Africa the College requires that three months' fees be held by the College as a refundable deposit. This is in addition to the Acceptance Fee payable and is separate to any repatriation fees that may be required by the Government. This deposit must be paid before the pupil enters the College and will be refunded when the pupil leaves Kearsney College.

Doctors' Consultation Fees

The medical practitioners will charge their fees directly to parents or their medical aid, as the case may be.