



ADDENDUM A: TERMS AND CONDITIONS OF THE AGREEMENT

AGREEMENT 2018

CONDITIONS OF ENTRY AND ATTENDANCE

Last revision: September 2017

These Conditions of Entry and Attendance ("Conditions" or "Agreement"), duly executed, shall be required to be submitted before the Student is considered for acceptance by Reddford House (the "School"), and shall govern the Student's attendance at the School, whether at Early Learning, Preparatory and/or College, until duly terminated, replaced or renewed by further written agreement between the parties.

This agreement is entered into and between:

Reddford House Northcliff, a division of Inspired Schools (Pty) Ltd ("the School")

and

Mr/Mrs, _____

(full name and surname of legal guardian)

and Mr/Mrs _____

(full name and surname of second legal guardian)

being the legal guardian of

(full name, surname and identity number/passport number of the Student)

of

(residential address)

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Instructions to parent/s:

1. These Conditions are to be completed, each page initialled and the signature page signed and dated in respect of EACH Student on an annual basis and submitted to the School timeously in order to simplify record keeping by the administration department.
2. The details of all legal guardians must be completed on page 1 and all legal guardians must sign and date the signature page of the Conditions. In the event of only one legal guardian signing the Conditions, please provide the School with an acceptable reason for doing so in writing, together with any supporting documentation.
3. For the avoidance of doubt, for purposes of these Conditions, "legal guardian" shall mean such persons who have legal parental rights and responsibilities in respect of the Student, including but not limited to biological and adoptive parents.
4. In addition to the legal guardian/s signature/s, all Students from Grade 4 to Matric must sign these Conditions.
5. Please note that **no** amendments by the legal guardian/s and/or Student to these Conditions will be accepted.

I/We hereby agree and acknowledge the following:

DURATION

1. This Agreement shall endure for a fixed period of 24 months from the date of signature hereof and will cancel and supersede any prior agreement entered into relating to the same subject matter.

FEES AND CHARGES

2. I/we shall pay the School such fees, levies and charges ("fees") for the education, boarding fees and supply of goods and services to the Student as shall be fixed by the School in its sole discretion from time to time. I/we have been provided with a copy of the School's fee payment options and fee structure and I/we shall be bound by any increase of fees or modification of the payment structure introduced by the School, at its sole discretion, by giving us not less than one month's notice thereof.

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3. **In respect of new Students only:** A non-refundable placement fee (credit card/EFT) is payable within 14 (fourteen) days of the School's acceptance of the Student which placement fee will guarantee the Student's place at the selected Reddford House upon entry into the School. It is recorded and agreed that such placement fee does not constitute a deposit on account of fees and is therefore not a payment in reduction of any fees due or which may become due in the future.
4. Should more than one legal guardian sign the acceptance for payment of fees, it will render us jointly and severally liable for payment of the Student fee account. This means one party may be held individually liable for the entire account.
5. The fees for each quarter/month are due and payable via debit order, in advance, per the School's published fee schedule.
 - 5.1. Failure to make timeous payment of due amounts shall be deemed to be a material breach of this Agreement and in such case the Headmaster/Headmistress may, at his/her entire discretion, cancel this agreement by giving 20 business days' written notice ("notice period") thereof.
 - 5.2. In the event that the arrear due amounts are not paid to the School during the notice period, the Student will not be allowed to return to the School after the expiry of the notice period, nor will the Student be allowed to write any further examinations and/or to receive any school reports.
 - 5.3. Nothing in this clause 5 will prejudice the rights of the School to claim damages and arrear amounts in the appropriate forum.
6. Notwithstanding anything contained in clause 5 and/or the fee payment option selected in terms of the Payment Arrangement Form, in the event that any payment is received by the School after due date as set out in the Payment Arrangement Form, I/we will be deemed to have selected the monthly payment option in terms of the Payment Arrangement Form and I/we shall be liable for payment of such monthly fees and I/we will be bound to the terms regulating monthly payments.

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7. Outstanding amounts shall bear interest to be calculated from the first day of the relevant quarter/month to the date that the fees are received in full, at a rate equivalent to the prime bank rate charged by First National Bank as at 31st January of the relevant academic year plus 3% and compounded monthly. In addition, an administration fee of R60 (excluding VAT) will be payable for each attendance by the School arising from such late payment.
8. Co-curricular activities that attract a monthly charge will be reflected on a monthly statement of account that will be emailed to us; should my/our fees payable for co-curricular activities be outstanding for two consecutive months, the Student's attendance at these co-curricular activities will be terminated.
9. Should I/we wish to withdraw the Student from the School at any time prior to expiration of the period set out in clause 1 ("early cancellation"), I/we shall be obliged to give at least 20 business days' written notice ("notice period") of such cancellation, which notice period shall be inclusive of school holidays, to the Headmaster/Headmistress.
 - 9.1. Upon such early cancellation, I/we shall be liable to the School for payment in respect of –
 - 9.1.1. the fees owing to the School up to and including the last day of the notice period; and
 - 9.1.2. a cancellation penalty which shall be equal to –
 - (i) one quarter's fees (after deduction of the fees payable during the notice period) if the notice is given in the first week of the Student's proposed final quarter; or
 - (ii) if the notice is given later than the first week as aforesaid, the cancellation penalty shall be equal to the fees which would have been payable for the quarter in which the notice is given as well as for the ensuing quarter.
 - 9.2. Payment in respect of clause 9.1 shall be calculated as follows:
 - 9.2.1. where I/we have selected the annual fee payment option, payment shall be calculated based on the quarterly fee payment option;

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- 9.2.2. where I/we have selected the quarterly fee payment option, payment shall be calculated based on the quarterly fee payment option; and
- 9.2.3. where I/we have selected the monthly fee payment option, payment shall be calculated based on the monthly fee payment option.
- 9.3. All payments due in respect of clause 9.2 shall exclude any sibling discount.
- 9.4. We acknowledge that the cancellation penalty is reasonable in contemplation of the agreement enduring for its fixed term.
- 9.5. The Student shall be entitled to remain at the School during the notice period and for the period in respect of which the cancellation penalty is calculated, subject to compliance with the remaining terms and conditions of this Agreement.

FOREIGN STUDENTS

- 10. If the Student is not a South African citizen or a permanent resident of South Africa, I/we acknowledge that a valid study visa in the School's name is required in order to enrol and commence attendance at the School, a copy of which will be provided to the School. I/we undertake to assist the School's appointed immigration consultant to ensure compliance throughout the duration of the Student's enrolment at the School and I/we agree to the payment of the applicable annual levies.

MEDICAL CONDITIONS

- 11. I/we undertake to timeously disclose to the School full details of any medical condition suffered by the Student and/or in respect of which the Student may be at risk.

IN LOCO PARENTIS

- 12. The Headmaster/Headmistress is authorised and empowered to act in *loco parentis* (meaning in the legal place and stead of the Student's guardian and/or parent) in respect of the Student, when specific authority cannot reasonably

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be sought in time, including, but not limited to, for the giving of consent for any medical treatment or medical operation which in the opinion of the Headmaster/Headmistress is necessary and/or for the incurring of medical costs as a consequence thereof and the Headmaster/Headmistress is hereby indemnified against any claim arising from any loss whatsoever as a result of the exercise of the authorisation hereby granted.

SCHOOL POLICIES

- 13. I/we have read, understood, accept and agree to the terms and conditions of the Discipline Code, Anti-Bullying Policy, Sport Codes of Conduct, School Guides, Traffic Policy, Cultural Code of Conduct, CCTV Policy and Information and Communications Technology Acceptable Use Policy codes of conduct enclosed herewith and the consequences for any behaviour constituting any breach thereof. I/We acknowledge and agree that I/we will be bound by the provisions of any other policy implemented by the School from time to time, which regulates attendance and behaviour at the School and/or required from the Students, and any other matter deemed necessary or desirable by the School for the purposes of its administration. I/We agree to be bound thereby and by any substitution, modification or addition to any policy which the School may at its sole discretion bring into effect from time to time by giving written notice thereof.

- 14. Any alleged misconduct will be dealt with in accordance with the provisions of the Discipline Code, including but not limited to any breach of the School's Discipline Code, Anti-Bullying Policy, Sport Codes of Conduct, School Guides, Traffic Policy, Cultural Code of Conduct, CCTV Policy and Information and Communications Technology Acceptable Use Policy and any other policy implemented by the School from time to time which regulates attendance and behaviour at the School and/or required from the Students, in which event no rebate of fees will be allowed should the Student be found in contravention of the aforementioned policies.

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TESTING FOR USE OF DRUGS AND/OR MIND-ALTERING SUBSTANCES

15. I/we agree that, in the interest of the safety and well-being of the student body, the testing for use of drugs and/or mind-altering substances may be conducted randomly upon fair and reasonable suspicion, by the School from time to time (without prior notice to me/us) and for my/our cost, and either by the selection of one or more students or otherwise, should the Headmaster/Headmistress, in his/her discretion, deem it necessary for any reason.

PARENT SUPPORT

16. I/we will support teachers in their educational endeavours and work co-operatively with the School in all areas regarding the Student's education.

17. I/we acknowledge that it is a material term of this Agreement that I/we will not conduct ourselves in such a way as to bring the School into disrepute or conduct ourselves in such a way as to disrupt School events (wheresoever they may take place) or behave in an inappropriate, discourteous or unlawful manner towards other parents, students, members of the School staff, its guests or invitees. Should either one of us breach any of these provisions, the School shall be entitled to terminate this Agreement, and the enrolment of the Student at the School accordingly, upon the School giving us one quarter's written notice to such effect.

18. it is my/our responsibility to advise the School of any changes in family circumstances which may affect the life of the Student at school and/or his/her abilities to properly undertake and complete his/her educational or extra-curricular activities or duties.

SCHOOL ACTIVITIES

19. Participation in at least one School extra-curricular activity (sport or cultural) each term and in the School/s music programme and attendance of all Grade camps are compulsory for all Students. I/we consent to the Student taking part in all the activities of the School, including extra-curricular activities such as games, sports, music programmes, educational tours, camps and

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excursions. However, while the School will take all reasonable precautions to ensure the safety and well-being of the Student, these activities may be undertaken in environments that cannot be controlled or regulated by the School, and involve certain inherent risks which may include serious injury and death.

The clauses below limit and exclude obligations, liabilities and legal responsibilities which the School and other persons may have towards the Student, parents and/or guardians and limit their rights and remedies

20. I/we acknowledge and agree that neither the School, its officers, staff, employees, nor any contractor formally engaged by the school to coach such sport (collectively "the Indemnified Persons"), shall be liable for any loss or damage of whatever nature (including but not limited to loss or damage to property, injury or death) and howsoever arising, including without limitation any loss or damage in connection with –
- 20.1. the Student's attendance at the School; and/or
 - 20.2. participation in any activities of the School (including extra-curricular activities such as games, sports, educational tours and excursions); and/or
 - 20.3. the Student's presence on the School premises; and/or
 - 20.4. arising during transportation of the Student by or on behalf of the School, to or from another place).
21. In amplification of the provisions of clause 20.3 it is expressly stipulated that the Indemnified Persons referred to in clause 20 will under no circumstances be liable for any loss or damage of whatsoever nature suffered by the Student in the event of the Student being present on the School premises outside of the hours of the School's official programme and during which time the School staff is not officially on duty. In such event the Student will be present on the School's premises entirely at his/her own risk.
22. Nothing contained in clause 20 above shall be deemed to exclude any loss, damage, injury or death arising directly or indirectly as a result of the wilful default or gross negligence of the School or any person acting for or controlled by the School (for the purposes of this clause 22, a fellow student of the School shall not be deemed to be "controlled" by the School).

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23. I/we have been advised to take adequate insurance to cover any loss or damage or injury or death for which the School or any other Indemnified Person is not liable pursuant to clause 20 above.

PROTECTION OF PERSONAL INFORMATION

24. "Personal Information" as referred to in this agreement includes the following–

24.1. Identifying information, including information relating to the name, gender, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, identity number and birth in respect of the parent/s and/or the Student;

24.2. Medical history in respect of the Student;

24.3. Financial history/credit worthiness in respect of the parent/s; and

24.4. Contact details in respect of the parent/s and the Student.

25. Where necessary for the School in order to maintain proper records and to perform its functions, by entering into this Agreement, and unless I/we at any time instruct the School expressly and in writing to the contrary, I/we consent to the School collecting, storing and updating Personal Information about me/us and/or the Student.

26. I/we consent to the School disseminating my/our names and/or contact details only to Reddford parents, Reddford staff or other responsible persons engaged or authorised by the School for school related purposes only, unless I/we instruct the School at any time in writing to the contrary.

27. I/we consent to the School providing a reference and supplying information, which may include Personal Information, in respect of the Student to any educational institution that I/we propose the Student may attend.

28. The School shall take -

28.1. reasonably practicable steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary; and

28.2. appropriate measures to prevent loss of, damage to and/or unauthorised destruction of and unauthorised access to the Personal Information.

29. I/we hereby consent to the School using any still photograph and/or likeness, with or without the name, of the Student and/or audiovisual footage in any printed material or other mediums, for the purposes of celebrating the School's

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or the Student's activities, achievements or successes and for the marketing of the School.

- 30. I/we hereby consent to –
 - 30.1. the School collecting, using and storing CCTV footage of the Student; and
 - 30.2. the interception of communication (being the visual images provided by the CCTV footage) by the School in accordance with the CCTV Policy.
- 31. I/we hereby voluntarily consent to the School furnishing my/our Personal Information to credit bureaux in order to apply for and obtain a credit report/s.

DOMICILIUM

- 32. I/we appoint my/our residential address stated above in the preamble as the address at which all notices may be given, and all legal process may be served. In the event that my/our residential address in the preamble is not completed, my/our residential address as completed in the Application for Admission shall serve as my/our domicilium. Any such notice shall, unless the contrary is proved, be deemed to have been received by me/us at the said address:
 - (i) If it is delivered by hand, on the date on which it is so delivered; or
 - (ii) If it is delivered by telefax or email on the date of transmission thereof; or
 - (ii) If it is sent by prepaid registered mail, on the third day after it has been posted.
- 33. I/we will advise the administrator of the School in writing, of any changes in contact details or of my/our domicilium.

JURISDICTION

- 34. I/we consent, in terms of Section 45 of the Magistrates' Court Act, 1944, to the non-exclusive jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of that Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of the Magistrate's Court.

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BREACH

- 35. Should the School have to take legal action pursuant to a breach of these Conditions, the School shall be entitled to recover from me/us all the School's legal costs incurred on the scale between attorney and own client including tracing fees and collection commission paid by the School to its attorneys.

GENERAL

- 36. These Conditions do not purport to contain all of the terms and conditions on which the Student is accepted as such at the School, and that the Student's attendance at the School, and my/our obligations in respect thereof may be subject to other terms and conditions elsewhere recorded or otherwise agreed upon; notwithstanding the foregoing, however, no variation or amendment of the provisions contained in these Conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the School and the legal guardian/s.
- 37. Clause headings are for convenience only and are not to be used in the interpretation of this agreement.
- 38. All provisions and the various clauses of this Agreement are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 39. The School shall be entitled at any time and in its sole discretion to cede, delegate or assign any part, share or interest herein or any of its rights or obligations in these Conditions to any holding company, subsidiary or associate company forming part of the Reddford Group.
- 40. I/We have read, understood, accepted and agreed to the terms and conditions above and of the Payment Arrangement Form, Discipline Code, Anti-Bullying Policy, Sport Codes of Conduct, School Guides, Traffic Policy, Cultural Code of Conduct, CCTV Policy and Information and Communications Technology Acceptable Use Policy enclosed herewith, and we acknowledge that we have been given sufficient opportunity to read and comprehend their provisions and that the fact, nature and effect of the provisions recorded above have been drawn to our attention.

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ACCEPTANCE OF CONDITIONS:

SIGNATURE
Legal Guardian

DATE

SIGNATURE
Legal Guardian

DATE

SIGNATURE
Student

DATE

SIGNATURE
School

DATE

ACCEPTANCE OF LIABILITY FOR PAYMENT OF FEES:

I/we hereby undertake to make payment in respect of any amounts due under these Conditions:

SIGNATURE
Relationship to Student: _____

DATE

SIGNATURE
Relationship to Student: _____

DATE

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IN RESPECT OF NEW STUDENTS ONLY

Kindly submit with your Application for Admission form:

1. Copies of the Student's final report from the previous year and the most current reports.
2. Copies of reports from all Occupational Therapists and/or Physiotherapists and/or Speech Therapists and/or Psychologists who have assessed the Student (if applicable).
3. The non-refundable application fee, payable by cash/credit card/EFT (kindly refer to the School's website for banking details or contact the School directly).
4. A certified copy of the Student's unabridged birth certificate, passport or identification document.
5. Proof of permanent residency if the Student is a permanent resident of South Africa.
6. Copies of medical forms and inoculation charts.
7. A certified copy of each legal guardian's (and party/ies responsible for making payment of fees, if different) identity document.

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