



THIS IS AN IMPORTANT DOCUMENT. PLEASE READ THIS WHOLE DOCUMENT CAREFULLY AND PAY PARTICULAR ATTENTION TO THE CLAUSES IN BOLD.

CONSTANTIA

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Early Learning School
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Preparatory School & College
+27 (0) 21 702 2322

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ADDENDUM B: TERMS AND CONDITIONS OF THE AGREEMENT

AGREEMENT 2021

CONDITIONS OF ENTRY AND ATTENDANCE

*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 the School (as defined below) 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 or otherwise as provided in these Conditions.*

This agreement is entered into and between:

Reddam House Constantia, a division of Inspired Schools (Pty) Ltd
("the School")

and

Mr/Mrs, _____
(full name and surname of parent / legal guardian)

and Mr/Mrs _____
(full name and surname of second parent / legal guardian)

being the parents / legal guardians of

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

of

(residential address)

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Early Learning School Head elshead.constantia@reddam.house

Preparatory School Head prephead.constantia@reddam.house

College Head collethead.constantia@reddam.house

Directors: NM Nsouli, D Colley, RL Rostas, R Nadasen

Inspired Schools (Pty) Ltd 2014/226909/07

Instructions to parent/s and/or legal guardian/s:

1. These Conditions are to be completed, each page initialled and the signature page signed and dated in respect of EACH Student and submitted to the School timeously.
2. The details of all parent/s and/or legal guardians must be completed on page 1 and all legal guardians must sign and date the signature page of these Conditions. In the event of only one legal guardian signing these 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 signature of the parent/s or legal guardian/s, all Students from Grade 4 to Matric must sign this Agreement.
5. Please note that **no** amendments by the parent/s and/or legal guardian/s to these Conditions will be accepted.

I/We hereby agree to and acknowledge the following:

DURATION

1. This Agreement shall commence when signed by the Student's parent/s or legal guardian/s and terminate when the Student completes the school's curriculum and any exit examination offered by the School at the end of the Student's schooling, unless it is terminated earlier in terms hereof.
2. This Agreement supersedes all previous agreements entered into in relation to the Student's entry and attendance at the School.

FEES AND CHARGES

Clauses 3 - 8 below limit and exclude obligations, liabilities and legal responsibilities which the School may have towards you. They also limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on you.

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3. 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.

The clause above contains a statement which is an acknowledgement of fact by you. You must read this clause carefully and ensure that you agree with this statement. You will not be able to deny the truth of this statement and the School may have claims and/or other rights against you as a result of this statement.

4. **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 Reddam 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.
5. As far as the law allows, we agree that **all fees are non-refundable**.
6. 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 legal guardian may be held individually liable for the entire account.
7. The fees for each quarter/month are due and payable via debit order, in advance, per the School's published fee schedule.
- 7.1 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 on reasonable written notice ("notice period") thereof.
- 7.2 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**

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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.

7.3 Nothing in this clause 7 will prejudice the rights of the School to claim damages and arrear amounts in the appropriate forum.

8. 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.

The clause below places various risks, liabilities, obligations and legal responsibilities on you.

9. **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.

10. 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.

The clause below limits and excludes obligations, liabilities and legal responsibilities which the School may have towards you. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

11. **Should I/we wish to withdraw the Student from the School, I/we shall be obliged to give at least 1 school term's written notice ("notice period")** of such early cancellation, to the Headmaster/Headmistress. Such notice shall be

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given prior to 17h00 on the first Friday of the Student's intended final term at the School.

- 11.1 Upon such cancellation, I/we shall, as far as the law allows, be liable to the School for payment in respect of –
 - 11.1.1 the fees owing to the School up to and including the last day of the notice period; and
 - 11.1.2 **if the written notice of cancellation is not given timeously in accordance with clause 11, a cancellation charge equal to the fees which would have been payable for the 3 month period following the term in which notice is given.**
- 11.2 The cancellation charge shall be calculated as follows:
 - 11.2.1 where I/we have selected the annual fee payment option, the cancellation charge shall be calculated based on the quarterly fee payment option;
 - 11.2.2 where I/we have selected the quarterly fee payment option, the cancellation charge shall be calculated based on the quarterly fee payment option; and
 - 11.2.3 where I/we have selected the monthly fee payment option, the cancellation charge shall be calculated based on the monthly fee payment option.
- 11.3 For the purposes of this clause 11, a quarter shall mean a 3-calendar month period ending on the last day of March, June, September or December, as applicable.
- 11.4 All payments due in respect of clause 11.2 shall exclude any sibling discount.
- 11.5 We acknowledge that the cancellation charge is reasonable and a fair amount in the circumstances, having regard to the nature of the goods or services concerned, the length of the notice period, the reasonable

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potential for the School, acting diligently, to find an alternative student, and the general practice of private schools.

The clause above contains a statement which is an acknowledgement of fact by you. You must read this clause carefully and ensure that you agree with this statement. You will not be able to deny the truth of this statement and the School may have claims and/or other rights against you as a result of this statement.

- 11.6 The Student shall be entitled to remain at the School during the notice period and for the period in respect of which the cancellation charge is calculated, subject to compliance with the remaining terms and conditions of this Agreement.

FOREIGN STUDENTS

12. 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

This clause limits and excludes obligations, liabilities and legal responsibilities which the School may have towards you and/or the Student. It also limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

13. 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.

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IN LOCO PARENTIS

This clause contains assumptions of risk and/or liability by you and limits and excludes your rights and remedies.

This clause also requires you to indemnify the School and other persons against certain liability and claims. This may result in the School and/or such other persons having claims against you and in you being liable to the School and/or such other persons for additional amounts.

14. 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 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 School and the Headmaster/Headmistress are, as far as the law allows, hereby indemnified against any claim arising from any loss whatsoever as a result of the exercise of the authorisation hereby granted.**

SCHOOL POLICIES

15. 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 reasonably deemed necessary or desirable by the School for the purposes of its administration, of which we are notified in writing in advance, and by any substitution, modification or addition to any such policy of which we are notified in writing in advance.
16. 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

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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.

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

This clause limits and excludes your rights and remedies and places various risks, liabilities, obligations and legal responsibilities on you.

17. 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 / LEGAL GUARDIAN SUPPORT

18. I/we will support teachers in their educational endeavours and work co-operatively with the School in all areas regarding the Student's education.
19. 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, legal guardians, 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 reasonable written notice to such effect.
20. 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.

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SCHOOL ACTIVITIES

21. 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 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.

Clauses 22 and 23 below contain assumptions of risk and/or liability by you and requires you to indemnify the School and other persons against certain liability and claims. This may result in the School and/or such other persons having claims against you and in you being liable to the School and/or such other persons for additional amounts.

22. I/we acknowledge and agree that, as far as the law allows, neither the School, its officers, staff, employees, nor any contractor formally engaged by the school to coach 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

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- 22.1 the Student's attendance at the School; and/or
- 22.2 participation in any activities of the School (including extra-curricular activities such as games, sports, educational tours and excursions); and/or
- 22.3 the Student's presence on the School premises; and/or
- 22.4 arising during transportation of the Student by or on behalf of the School, to or from another place).
23. In amplification of the provisions of clause 22.3 and as far as the law allows it is expressly stipulated that the Indemnified Persons referred to in clause

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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. As far as the law allows, in such event the Student will be present on the School's premises entirely at his/her own risk.

24. 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 22 above.

PROTECTION OF PERSONAL INFORMATION

25. I/we acknowledge and understand that the School collects, uses, processes and stores personal information obtained from, or about, me/us and the Student. **In this regard, I/we warrant and represent to the School that I/we are legally competent to consent to any action or decision being taken in respect of any matter concerning me/us, as well as the Student, including in respect of manner in which their personal data (as set out below) is collected, used, processed and stored by the School.**
26. I/we acknowledge that I/we have been provided with a copy of the School's privacy policy (the "**Privacy Policy**"), which sets out the manner in which the School will collect, use, process and store my/our personal data (as this term is defined in the Privacy Policy) and the personal data of the Student, a copy of which is available at <http://reddamhouse.com/terms>.
27. I/we acknowledge and understand that the Privacy Policy forms part of this Agreement.

Clauses 25 to 27 above contain statements which are an acknowledgement of fact by you. You must read these clauses carefully and ensure that you agree with these statements. You will not be able to deny the truth of these statements and the School may have claims and/or other rights against you as a result of these statements.

28. I/we hereby consent to the School collecting, using, processing and storing my/our personal data, and that of the Student, in the manner set out in the

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Privacy Policy. Without limiting or derogating from the generality of this statement, I/we hereby consent to the School transferring my/our personal data, and that of the Student, when necessary, to a third party located outside of South Africa, including where that country may offer a lower level of data protection than South Africa

29. 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.
30. The School shall take -
- 30.1 reasonably practicable steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary; and
- 30.2 appropriate measures to prevent loss of, damage to and/or unauthorised destruction of and unauthorised access to the Personal Information.
31. 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 or the Student's activities, achievements or successes and for the marketing of the School.
32. 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 in respect of me/us.

Clauses 27 to 33 limit and exclude your rights and remedies and place various risks, liabilities, obligations and legal responsibilities on you.

FORCE MAJEURE

33. The School shall not be liable for a failure to perform any of its obligations in terms of this Agreement in so far as it proves:
- 33.1 that the failure was due to an impediment beyond the School's control; and

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- 33.2 that the School could not reasonably have avoided or overcome it or its effects.
34. An impediment contemplated in 33 may result from events such as the following, this enumeration not being exhaustive:
- 34.1 war, whether declared or not, civil war, riots and revolutions, acts of piracy, acts of sabotage; and/or
- 34.2 natural disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning; and/or
- 34.3 pandemic or serious epidemic; and/or
- 34.4 explosions, fires, destruction of any equipment; and/or
- 34.5 boycotts, strikes and lock-outs of all kinds, go-slows, occupation of premises, power outages, and work stoppages; and/or.
- 34.6 acts of authority, whether lawful or unlawful.
35. The School shall, as soon as practicable after the impediment and its effects upon its ability to perform become known to it, give notice to you of such impediment and its effects on the School's ability to perform. Notice shall also be given when the ground of relief ceases.
36. The ground of relief takes effect from the time of the impediment or, if notice is not timeously given, from the time of notice.
37. A force majeure event relieves the School from damages, penalties and other contractual sanctions, as long as and to the extent that the ground subsists. Further, it postpones the time for performance for such period as may be reasonable, thereby excluding your right, if any, to terminate or rescind this Agreement pursuant to the force majeure event. In determining what period is reasonable, regard shall be had to the School's ability to resume performance, and your interest in receiving performance despite the delay.
38. Notwithstanding the foregoing, to the extent it is reasonable and appropriate in the circumstances to do so, the School will use its reasonable endeavours to continue to provide education during the occurrence of a force majeure event,

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by means of remote learning, using a platform it deems suitable for this purpose. You agree to ensure that the Student will have access, during normal School hours, to the necessary information technology hardware and software, electricity, and wifi connectivity, for this purpose. As far as the law allows, **the School will not grant any fee waivers, refunds or discounts for periods of remote learning.**

DOMICILIUM

39. 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:

- 39.1 If it is delivered by hand, on the date on which it is so delivered; or
 - 39.2 If it is delivered by telefax or email on the date of transmission thereof; or
 - 39.3 If it is sent by prepaid registered mail, on the third day after it has been posted.
40. I/we will advise the administrator of the School in writing, of any changes in contact details or of my/our domicilium.

JURISDICTION

41. 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.

COSTS

42. Should the School have to take legal action pursuant to a breach of this Agreement, the School shall be entitled to recover from me/us all the School's

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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

- 43. This Agreement does 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 this Agreement 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.
- 44. Notwithstanding the foregoing, we acknowledge that the School 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 the School. Notification of any intended change will be notified to us in writing at least one school term prior to it coming in to effect.
- 45. Clause headings are for convenience only and are not to be used in the interpretation of this agreement.
- 46. 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. If, for any reason, any provision, clause or portion of a clause is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation in terms of a final, binding judgment issued by any court, it shall not impair the operation of, or have any effect upon any provision, clause or portion of a clause as may otherwise remain valid and which shall continue to be given full force and effect and bind the parties hereto.
- 47. 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 Inspired Group.

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48. 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.

The clause above contains a statement which is an acknowledgement of fact by you. You must read this clause carefully and ensure that you agree with this statement. You will not be able to deny the truth of this statement and the School may have claims and/or other rights against you as a result of this statement.

49. If this Agreement and/or any goods and/or services provided under this Agreement is regulated by or subject to the Consumer Protection Act, it is not intended that any provision of this Agreement contravenes any provision of the Consumer Protection Act. Therefore all provisions of this Agreement must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act are complied with.

50. No provision of this Agreement:

50.1 does or purports to limit or exempt the School from any liability (including, without limitation, for any loss directly or indirectly attributable to the School's gross negligence or wilful default or that of any person acting for or controlled by the School) to the extent that the law does not allow such a limitation or exemption; or

50.2 requires you to assume risk or liability for the kind of liability or loss referred to in clause 50.1 above, to the extent that the law does not allow this such an assumption of risk or liability; or

50.3 limits or excludes any warranties or obligations which are implied into this Agreement by the Consumer Protection Act (to the extent applicable) or which we give under the Consumer Protection Act (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

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51. To the extent that any provision of this Agreement is considered to be, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act, 15 of 1962:

51.1 the terms of this Agreement shall not be construed or interpreted in such a way as entitling the School to recover both damages and the penalty; and

51.2 the School shall be entitled to recover damages in lieu of the relevant penalty.

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ACCEPTANCE OF CONDITIONS:

SIGNATURE
NAME:
Parent / Legal Guardian

DATE

SIGNATURE
NAME:
Parent / Legal Guardian

DATE

SIGNATURE
NAME:
Student

DATE

SIGNATURE
School

DATE

ACCEPTANCE OF LIABILITY FOR PAYMENT OF FEES:
(SUBJECT TO CLAUSE 4)

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

SIGNATURE
NAME:
Relationship to Student: _____

DATE

SIGNATURE
NAME:
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 not 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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