



AGREEMENT

Terms and Conditions of Entry

Revised April 2014

These Conditions of Entry and Attendance ("Conditions"), duly executed, shall be required to resubmitted before the Students is considered for acceptance by Reddam House (the "School"), and shall govern the Students attendance at the School, whether at Pre-Primary, Preparatory and/or College, until duly terminated, replaced or renewed by further written agreement between the parties.

This agreement is entered into and between:

Reddam House (Bedfordvlew Chrstian College) (Pty) Ltd,

registration number 2003/002059/07

Reddam House (Bedfordview) (Ply) Ltd, registration number 2002/027935/07

Reddam House (Atlantic Seaboard) (Ply) Ltd, registration number 2002/013013/07

Reddam House (Constantia) (Ply) Ltd, registration number 1999/008557/07

Reddam House (Waterfall) (Ply) Ltd, registration number 2009/008607/07

and the parent/s or guardian/s of the applicant/s.

I/We hereby agree and acknowledge that:

DURATION

1. this agreement shall endure for fixed period of 24 months from the date of signature hereof;

FEES AND CHARGES

2. I/we shall pay Reddam House (the "School") such fees and charges for the education 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;

3. 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;

4. this acceptance of the Conditions of Entry (“the Conditions”) renders me/us jointly and severally liable (which means one parent/guardian may be held individually liable for the entire account) for payment of the Student’s fees account;

5. the fees for each term/month are due and payable via debit order, in advance, not later than the first day of the term/month together with disbursements outstanding from the previous month.

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, 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.

7. outstanding amounts shall bear interest to be calculated from the first day of the relevant term/month to the date that the fees are received in full, at a rate equivalent to the prime bank rate charged by the Standard Bank of South Africa Limited from time to time plus 3%;

8. co-curricular activities that attract a monthly charge will be reflected on a monthly statement of account that will be posted 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 anytime 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 (calculated in accordance with the Fee Structure option elected); and

9.1.2. a cancellation penalty which is equal to two months’ school fees (calculated in

accordance with the monthly payment set out in the Fee Structure excluding any sibling discount, regardless of the actual months over which payments are made).

9.2. we acknowledge that the cancellation penalty is reasonable in contemplation of the agreement enduring for its fixed term.

9.3. 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;

MEDICAL CONDITIONS

10. 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

11. 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;

SCHOOL POLICIES

12. I/we have read, understood, accept and agree to the terms and conditions of the Discipline Code, Traffic Policy, Anti-Bullying Policy and Information and Communications Technology Acceptable Use Policy codes of conduct enclosed here with 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;

13. the Headmaster/Headmistress is empowered to discipline and/or suspend and/or expel the Student for any cause judged by him/her, in consultation with the staff, to be sufficient, and after affording the Student a fair hearing, including but not limited to any breach of the School's Discipline Code and/or Traffic Policy and/or Anti-Bullying Policy and/or Information and Communications Technology Acceptable Use Policy codes of conduct, in which event no rebate of fees will be allowed;

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

14. I/we agree that, in the interest or the safety and well-being of the student the

testing for use of drugs and/or mind-altering substances may be conducted randomly 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

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

16. 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 and that, should we do so, 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 term's written notice to such effect.

17. 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

18. I/we consent to the Student taking part in all the activities of the School, including extra-curricular activities such as games, sports, educational tours 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;

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.

19. 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 or death) and howsoever arising, including without limitation any loss or damage in connection with-

19.1. the Student's attendance at the School; and/or

19.2. participation in any activities of the School (Including extra curricular activities such as games, sports, educational tours and excursions); and/or

19.3. the Student's presence on the School premises; and/or

19.4. arising during transportation of the student by or on behalf of the School, to or from another place).

20. Nothing contained In clause 19 above shall be deemed to exclude any loss, damage, injury or death arising directly or indirectly as a result of the willful default or gross negligence of the School or any person acting for or controlled by the School (for the purposes of this clause 20, a fellow student of the School shall not be deemed to be “controlled” by the School);

21. 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 19 above.

STUDENT PHOTOGRAPHS

22. I/we hereby consent to the School using any still photograph and/or likeness of the Student and/or audiovisual footage in any printed material or other mediums, including for the purpose of marketing of the School.

DOMICILIUM

23. 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

(iii) If it is sent by prepaid registered mail, on the third day after it has been posted.

24. I/we will advise the administrator of the School in writing, of any changes In contact details or of my/our domicilium;

JURISDICTION

25. 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;

BREACH

26. 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

27. 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 a-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 parent/guardian.

28. clause headings are for convenience only and are not to be used In the interpretation of this agreement.

29. 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, Sports Code of Conduct, Reddam House Traffic 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.