



ORIAH
PRE-PRIMARY AND PRIMARY SCHOOL
Light of Knowledge

ORIAH PRE- AND PRIMARY SCHOOL

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AGREEMENT OF TUITION AND FINANCIAL POLICY

Made and entered into by and between **ORIAH PRE- AND PRIMARY SCHOOL** (Reg. _____) (hereinafter referred to as Oriah School) and _____ (BOTH PARENTS) (full names and surname), (jointly referred to as "the Parent") for the tuition and education of _____ (CHILD) (full names and surname), (hereinafter referred to as "the Learner")

WHEREAS:

1. The Parent is desirous of having the Learner admitted to the school;
2. The Learner has been admitted to the School with effect from _____; and
3. The parties are desirous of recording the terms and conditions on which the Learner will be educated and trained by the school;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The Financial Policy of ORIAH PRE-AND PRIMARY SCHOOL

Oriah School has established a Financial Board to govern, oversee and administer the financial department of the above mentioned school. The Policy as described in this document is effective immediately.

1. SCHOOL FEES

- 1.1. Upon enrolment a refundable deposit (as advised by the school office) is payable;
- 1.2. Oriah School reserves the right to conduct a background Credit Check on any of its Clients/Parents or prospective Clients/Parents.
- 1.3. The monthly school fees, together with such other costs as may be invoiced will be payable by the Parent/Client to the school monthly in advance, on or before the 2nd day of each month from **JANUARY** to **NOVEMBER**.

Signature

- 1.4. In the event of School Fees not being received in the School Bank Account on the morning of the 3rd of each month a R 100 Admin fee will, at the discretion of the School, be charged on arrear accounts. Were the 3rd to fall on either a Saturday, Sunday or a Public Holiday of a particular month, the same principle will apply if School fees are not received in the School Account by the morning of the first Monday following the weekend.
- 1.5. In the event of the Parent/Client failing to pay the school fees on the date thereof, Oriah School utilizes the service of an outside independent financial manager, to do the receiving of all arrear accounts. The Procedure is as follows:
 - i. If fees are not received on or before the 2nd of each month, the Parent/Client will be phoned and asked to immediately settle their account within the next 5 working days.
 - ii. If the Parent/Client has still not settled their arrear account within said 5 working days, the Parent/Client will be phoned again and asked to settle their outstanding account with immediate effect.
 - iii. If the Parent/Client has still not settled their arrear account, the Parent/Client will be notified in writing that their account is being handed over to the Financial Board of Oriah School for further action which may result in their credit rating being adversely affected or an application being made for judgement against the Parent/Client.
 - iv. Once the Financial Board has met and discussed said accounts, the Parent/Client will be notified in writing of the determined action to be taken against them.
- 1.6. In the event of the Parent/Client needing an extension on their account, a request can be made through the Financial Manager of the school before the 2nd of each month, who will bring the matter to the attention of the Financial Board, who will then give feedback regarding the relevant account.
- 1.7. The Financial Board of Oriah School reserves the right to at any time request proof of current Financial Situation from such Parent/Client.
- 1.8. No extension will be given to any Parent/Client without the Parent/Client signing an official Acknowledgement of Debt in favour of Oriah School.
- 1.9. In the event of the Parent/Client needing an extension, it is expected of Parent/Client to exercise transparency in this regard and to approach Oriah School.
- 1.10. Oriah School does not allow any 30 day arrear accounts.
- 1.11. In the event of the Parent/Client failing to pay school fees, and should legal action become necessary, the Parent/Client shall become liable for payment of the school's legal costs on the scale as between attorney and client.
- 1.12. The Financial Board of Oriah School reserve the right to amend the school fees referred to in paragraph 1 above, as well as the method of payment thereof from time to time.
- 1.13. Interest of 15% per year will be added on all outstanding balances on the 20th of each month.
- 1.14. Oriah School reserves the right to suspend children's services where accounts have not been settled within and exceeds 30 days.

2. RESOURCE FUND (BOOK FUND)

- 2.1. The Resource Fund is used for the provision of books and any other resources which may be needed. This is a non-refundable payment.
- 2.2. This fund is payable in full on or before the 7th of December of the same year in which it is invoiced. The invoicing of this account takes place on the 20th of November of the preceding year.
- 2.3. Should the Parent/Client fail to do so, the same procedure will be followed as outlined in paragraph 1 of this document.

3. ACCOUNTING PROCEDURES

Signature

- 3.1. As mentioned above all School fees are payable in advance on or before the 2nd of each calendar month.
- 3.2. Statements of accounts will be processed on a monthly basis, on or before the 20th of each previous month, and sent to clients by email. A hard copy will also be available in child's communication book. Should parents for any reason whatsoever not receive the accounts, they are asked to please inform the Financial Manager so as she could rectify this problem. It is the Parent/Client's responsibility to inform the school in case of change of email address or any other relevant personal information.
- 3.3. The correct reference (KDZ number) given on the Statement of Account or child's name and surname must be used. In the event of a Parent/Client using the incorrect reference, Oriah School cannot be held responsible for any incorrect Statement of Account that may be issued.

4. DURATION OF AGREEMENT

- 4.1. This agreement shall commence on the date of signature hereof;
- 4.2. The Parent/Client shall be entitled to cancel this agreement with ONE CALANDER MONTH PRIOR written notice to the school.
- 4.3. In the event of the Parent/Client failing to give the required notice of cancellation mentioned in paragraph 4.2 above, the Parent/Client will remain liable for the prescribed school fees for the cancellation period.
- 4.4. All fees and cost still outstanding should be paid by the Parent/Client prior to the last day of the notification period.

5. TUITION OF THE LEARNER

- 5.1. Oriah School shall provide tuition to the LEARNER in accordance with the curriculum and syllabus prescribed by the school. The tuition curriculum is the CAPS and THRASS (Reading and Writing) Curriculum.
- 5.2. The curriculum shall be determined by Oriah School in consultation with relevant stakeholders in the best interest of the learner.

6. UNDERTAKINGS BY PARENT

- 6.1. The parent undertakes:
 - i. To abide by the school's constitution, policies, rules, regulations, discipline and Code of Conduct and any amendments thereto amended through the appropriate channels;
 - ii. To keep open lines of communication with the school and staff;
 - iii. Parents undertake to have the learner immunised against all normal infectious and/or contagious diseases and to submit proof of such immunisation on admission to the school;
 - iv. Parents undertake to provide the necessary transport for the attendance of the learner at the school.
- 6.2. Generally, to do all the parent can to ensure that the parent's association with the school is a healthy and happy one.

7. DISCIPLINARY MATTERS

- 7.1. All disciplinary matters pertaining to the education and training of the Learner in all its facets shall vest in the principal of the school or in a person authorized thereto by the principal;
- 7.2. Control, expulsion, suspension and discipline of the Learner shall be in accordance with the constitution of the school and/or rules and regulations set by the Board of the school as well as legislation set by the National and Provincial Government.

Signature

8. INDEMNIFICATION

- 8.1. The Parent indemnifies the school, its employees and officials against any injury, harm or other loss caused to any person, as a result of the conduct of the Learner.
- 8.2. The Parent exempts the school, its employees and officials from liabilities incurred on account of any injuries to or illness of the Learner and agrees and consents that the school or any of its teachers may consent to any operation or medical treatment of the Learner, should such consent be required for medical reasons on an urgent basis and should it not be possible, for the Parent to be approached immediately.

9. BREACH

- 9.1. The Parent/Client shall be deemed to be in breach of this agreement in the event of failure by the Parent/Client to comply with the terms stated in this agreement and after the Parent/Client has failed to remedy such breach, within 7 (seven) days after a written notice of breach has been dispatched by the school to the Parent/Client at the Parent's chosen *domicilium citandi et executandi* recorded herein;
- 9.2. A certificate signed by the principal or administrator of the school as to any amount owing by the Parent/Client to the school or as to any other fact arising out of this agreement shall be *prima facie* proof of all facts stated in the certified and not be necessary to prove the appointment or authority of the person who signs such certificate. Such certificate shall be a liquid document for the purposes of provisional sentence or summary judgment proceedings against the Parent.

10. GENERAL

- 10.1. No alternation, cancelation, variation or addition hereto shall be of any force of effect unless reduced to writing and signed by the parties to this agreement or their duly authorised representatives;
- 10.2. The Parent/Client hereby chooses *domicilium citandi et executandi* for all purposes whatsoever at the address set forth below, and shall only become effective 7 (seven) days after service on the school of the said notice;
- 10.3. The signatories to this agreement will be jointly and severally in solidum liable to the school for the due performance of all the Parent's obligations in terms hereof;
- 10.4. I/we agree to Oriah School having the right to enquire at the ITC or any other relevant organisation as to the financial standing of the legal parents/guardians as disclosed above.

11. PARENTS DETAILS

DESCRIPTION	FATHER'S DETAILS	MOTHER'S DETAILS
Surname		
Full Names		
ID Number		
Marital Status		
Occupation		
Employer		
Home Telephone Number		
Work Telephone Number		
Cellular Telephone Number		

Signature

Fax Number		
E-mail Address		
Home address		
Postal address		

THUS DONE AND SIGNED BY THE PARENT AT _____ ON THE
 ____ DAY OF _____ 20____.

 MOTHER

 FATHER

 SIGNATURE: For / on behalf of Oriah Pre- and Primary School

 NAME

IN THE PRESENCE OF THE UNDERSIGNED WITNESS:

1. _____
 Signature

2. _____
 Signature

 Name

 Name

 ID Number

 ID Number

 Signature