



## Enrolment Agreement

Entered into by and between

Sutherland Academy (Pty) Limited  
Company Registration Number: 2022/292571/07  
("the School")

and

\_\_\_\_\_  
(ID Number: \_\_\_\_\_)

and

\_\_\_\_\_  
(ID Number: \_\_\_\_\_)

("the Parent/s or Guardian/s")  
(collectively referred to hereafter as the "Parties")



## **RULES AND CONDITIONS OF ENROLMENT AND RE-REGISTRATION**

- 1 The Signatory, through its signature of this Agreement, confirms that you accept the offer of a place at our School and you:
  - 1.1 agree to be bound by the Agreement and the associate school Policies;
  - 1.2 warrant that you have authority to accept the Agreement;
  - 1.3 acknowledge the Student Code of Conduct as provided in the Disciplinary Policy;
  - 1.4 confirm and warrant that the information provided by you now and in future on any platform including the Classter Parent Portal, is correct and complete, and will be kept correct and complete by you;
  - 1.5 acknowledge the need to confirm your re-registration as and when required by the School and thereby accepting amendments to the rules and conditions and updating applicable information including that related to the payment of fees.
- 2 If there is any provision in this Agreement that you do not fully understand, or with which you do not agree, please contact the School before accepting the Agreement.
- 3 This Agreement contains important clauses, which are in bold and should be carefully noted as they:
  - 3.1 may limit the risk or liability of the School, or a third party; and/or
  - 3.2 may create risk or liability for you; and/or
  - 3.3 may require you to indemnify the School, its directors, its staff or a third party; and/or
  - 3.4 serve as an acknowledgement, by you, of a fact.

### **4 Information**

- 4.1 Your child's/children's name/s:

\_\_\_\_\_

- 4.2 Fee payer 1 (Parent/Guardian):

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

- 4.3 Fee payer 2 (Parent/Guardian):

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



## 5 Variations

- 5.1 The School reserves the right to change or add to the terms and conditions and shall publish such changes on the website and notify the Parents and/or Guardians.
- 5.2 The amended terms and conditions will become binding on the Parties as soon as the Parents are notified of the same.

## 6 Definitions

In this Agreement –

- 6.1 "Additional Fees" means, where applicable, fees and charges for any Additional Goods/Services and/or any additional costs and levies required from time to time and notified to you in advance, including but not limited to the costs of extra-curricular activities or special educational needs, and holiday programs;
- 6.2 "Additional Goods/Services" means those goods or services that may from time to time be provided to or for the benefit of the Child, as determined by the School, and for which Additional Fees may apply;
- 6.3 "Admission/Enrolment" means the completion of all processes and procedures to admit the Student to the School as per this Agreement;
- 6.4 "Application Fee" means an administrative fee that may be charged to cover the costs of processing an application and is NOT offset against other fees;
- 6.5 "Agreement" means this document, including all its Annexures and any Policies.
- 6.6 "Annexure" means any document attached to this Agreement or incorporated by reference and shall include all Policies;
- 6.7 "Child/Student" means the child or children (of any age) admitted by the School to be educated under this Agreement;
- 6.8 "Deposit" means an amount of money paid by the Parent(s)/Guardian(s) to the School, which amount is offset against the initial School Fees, but which may be withheld in the sole discretion of the School in the event of any Loss;
- 6.9 "Fees" means any amounts owing to the School for a Student's education and related activities at the School, including but not limited to the Application Fee, Deposit, School Fees and Additional Fees;
- 6.10 "Fee Payer" means the person or entity nominated by the Signatory to be responsible for the payment of any one, or more, or all of the fees, provided that nomination will not absolve the Signatory from liability for those said fees.
- 6.11 "Principal" means the person appointed to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;



- 6.12 "Parties" means the Signatory, Fee Payer, and the School;
- 6.13 "Personal information", including biometrics, means information that can be used on its own or with other information to identify, contact or locate a person, or to identify an individual in context and as defined in the POPI Act;
- 6.14 "Policies/School Rules (hereafter Rules)" means the rules and principles adopted by the School, as published and amended by the School from time to time which are used to regulate the running of the School and to effectively administer it. These Policies may include (but need not be limited to) the Disciplinary Policy and Code of Conduct, Schedule of Fees agreement, Admission Policy, Parent Policy Guideline, Dept Management Policy, and the Health and Safety Policy that are available on the School's website- [www.sutherland-academy.com](http://www.sutherland-academy.com);
- 6.15 "POPI Act" means Protection of Personal Information Act (Act No. 4 of 2013);
- 6.16 "Review/Re-registration" means the process as set out in Clause 2.2 below and refers to the annual process in terms of which the School reviews the information and provisions of this Agreement in the light of legal and other changes at the School or the payment history of the Parent/Guardian;
- 6.17 "Signatory" refers to the person(s) who has accepted this Agreement as a parent or legal guardian of the child or as another person who has the due legal authority to contract in relation to this Child/Student. This definition includes "Parent" or "you" which mean each person who has signed this Agreement;
- 6.18 "Term" means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time;
- 6.19 "Third Party" means another person or entity, other than the School, rendering a service.

## **7 Term and Termination**

- 7.1 This Agreement commences on the date of signature and will continue unless and until terminated by the Parties as provided for herein.
- 7.2 This Agreement will automatically terminate when the Student completes the School's curriculum being offered.
- 7.3 A term's notice is required by the Signatory to terminate this Agreement, notice must be given within one week of the start of term and must be given in writing to the School Campus Bursar and/or Principal. In such an event, and subject to all fees due and payable to the School being received by the School, the Student's deposit will be refunded on the date that the Agreement terminates.



- 7.4 If notice is not given timeously, the Signatory will be liable for liquidated damages equivalent to a full month's School Fees.
- 7.5 The School shall, in its sole discretion, conduct a Review of this Agreement and the Review:
- 7.5.1 may result in the cancellation of this Agreement;
  - 7.5.2 may require amendment to the Agreement to accommodate non-payment terms, special terms applicable to the Parents and or Children.
  - 7.5.3 Includes the acknowledgement and acceptance of updated rules and conditions, if any;
  - 7.5.4 Failure to participate in the Review does not constitute a termination of this Agreement or notice of such termination but may impact on the Children's ability to attend school in person or online and use any of the school resources and facilities.
- 7.6 All Children are admitted or enrolled at the sole discretion of the Principal and Director.
- 7.7 This Agreement, including all the Annexures constitute the entire Agreement between the Parties.
- 7.8 The Signatory agrees to the terms and conditions of the Agreement, and to all Policies and School Rules as published by the School and made available online or through other media such as newsletters and communiques used by the School.
- 7.9 The School reserves the right to change or add to this Agreement and its rules and conditions from time to time for legal, safety or other substantive reasons or to assist the delivery of education to the Student.
- 7.10 The Signatory undertakes to always uphold the good name and reputation of the School and to require the same of the Student who is in turn required to abide by the Code of Conduct.
- 7.11 The Signatory is required to inform the School immediately of any changes to personal information of the parties listed above within 14 days of a change having occurred.
- 7.12 The Signatory gives the School permission to conduct enquiries to verify the information given as part of this application, and to check the Signatory's/Fee Payer's/Parents'/Guardians'/Trusts'/Benefactors' creditworthiness through a credit check or other means. This includes contacting the Student's previous school(s) to ascertain payment history.
- 7.13 The Signatory will supply the School with any information and documentation as required by law, including but not limited to, identity documentation, medical information, valid study visa and academic records.



## 8 Chosen physical address to receive notices

The chosen address of the Parties are:

### 8.1 Sutherland Academy

The Managing Director: Sutherland Academy

1 Country Garden's Road

Nooitgedacht

Muldersdrift

South Africa

1747

Email: The Principal (of the School referenced by the Party) Copy to the Bursar (cc)

Managing Director: [ninke@sutherland-academy.com](mailto:ninke@sutherland-academy.com);

Principal: [demi@sutherland-academy.com](mailto:demi@sutherland-academy.com);

8.2 Unless otherwise indicated in writing, the Signatory has chosen a physical address and an email address while completing the information on the Application Portal in preparation for this Agreement as the addresses for service and delivery of legal notices and communications for all matters.

8.3 Correspondence from the School will be deemed to have been received by the Signatory on the date of delivery by hand or by verifiable email. For correspondence by the Signatory to the School, the onus of proof of delivery shall rest on the Signatory.

8.4 Admission to the Country Gardens Sutherland Academy does not entitle the Student admission to any other Sutherland Academy campuses. The Signatory will be required to apply for admission at any other campus.

## 9 Information and Communication Technology

9.1 In addition to the provisions of the Code of Conduct, attention is drawn in this Agreement to the rules pertaining to all information and communication technology due to its ubiquitous presence.

9.2 Access to the School's computer network, Internet infrastructure and technology tools is a privilege provided at the discretion of the School and intended for educational purposes only.

9.3 It is expected that Students will behave in a responsible, efficient, courteous, and lawful manner and access may be limited, filtered, monitored, or withdrawn without notice if this privilege is misused. Disciplinary action may also be taken which may result in suspension and/or expulsion of the Student.



- 9.4 Students may not change any setups or settings on the School's network, computer facilities, or servers. Examples include, but are not limited to, changes to existing screen savers, autoexec, configurations, prompts, names, backgrounds, and hardware or software settings.
- 9.5 Students are not allowed to upload any software without written permission from the School.
- 9.6 The School has the right to set up and adopt firewalls and other access and usage control and management systems and protocols to filter and manage use of its facilities.
- 9.7 On all platforms and always, Students must conduct themselves appropriately and in such a manner as not to cause or induce, harm, or hurt or offence.

## 10 **Indemnity, Liability and Disclaimer**

- 10.1 The Signatory consents to the Student participating in the activities of the School, whether conducted on or off the School property, including, but not limited to games, cultural, social and sporting activities, including contact sport, and tours and excursions of vocational, educational, social, sporting, or general interest which may entail some risk of physical injury.
- 10.2 The Signatory hereby indemnifies and hold blameless the School, its staff and its directors against any loss, damage or injury which may be sustained by the Student from whatever cause, whether on the School property or enroute to or from, or during, any extra-mural activity or organised outing in which the Student may participate.
- 10.3 The personal possessions of the Student are not covered in any insurance by the School and the Signatory is responsible for insurance of all the Students' personal possessions.
- 10.4 Neither the School, its directors nor its staff shall be responsible for any theft or loss of, or damage or destruction to, any property of whatever nature brought onto the School property or to any school excursions, activity or outing.
- 10.5 The School will take reasonable care to protect the Students against foreseeable risks of personal injury or harm. However, the Signatory acknowledges that in certain emergency situations, there may be insufficient time to contact parent(s)/guardian(s), or to refer to medical records. The Signatory thus delegates to the Principal, or their representative, the power to (a) use their sole discretion to utilise the most readily available medical service or medical facility and (b) authorise whatever medical treatment they in their sole discretion deem necessary for the Student, and in doing so



agree that the Principal and/or their representative will, as permitted in common law, act in loco parentis (with the same authority as a parent/guardian).

- 10.6 The Signatory undertakes to communicate to the School objections to any medical processes or procedure being performed on the Student where applicable, such as an objection to blood transfusion. Provided that the role of the Principal and/or their representative shall be limited only to inform the medical practitioners of the Signatory's objection to any medical process if the Principal or representative could reasonably have been expected to access this information at the time.
- 10.7 The Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred regarding the Student where the School has acted in terms of these provisions.
- 10.8 The Signatory consents to the Student travelling to, and participating in, School activities and programmes outside the School, including consenting to the use of third party transportation or bus services, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.
- 10.9 The Signatory consents, where relevant, to the Student travelling to and from school on transportation arranged by the School, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.
- 10.10 In addition, should an injury be sustained by the Student making use of the transportation/bus services, the Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred.
- 10.11 The Parent/Guardian/Signatory retains the responsibility to make travel arrangements suitable for the travel of the Student to and from School and School activities for day to day purposes and the School is excluded from all claims in this regard including but not limited to the Student making use of any public or private transport service including e-hailing services.
- 10.12 The Signatory acknowledges and accepts liability for any loss or damage suffered by the School because of any act or omission of the Student.
- 10.13 The Signatory agrees that this indemnity shall commence on the date this Agreement is signed, regardless of the date that the Student commences attendance at the School and shall remain in force and in effect for the duration of the Student's enrolment at the School under the Agreement.
- 10.14 Under no circumstances shall the School, its shareholders, directors and/or employees be liable for any indirect or consequential damages, or amounts for loss arising out of or relating to its performance or failure to perform under this Agreement.
- 10.15 The limitation of liability set forth in clause 10.14. shall not -





10.15.1 apply to liability resulting from the gross negligence or wilful misconduct of either party; and

10.15.2 apply to claims for death or personal injury.

10.16 Subject to clause 10.15 above for all causes of action arising for the duration of the Agreement, the aggregate of the liability of the School, its shareholders, directors and/or employees, pursuant to or in relation to this Agreement, in each case whether arising from breach of contract, negligence or any other delict, in equity, under an indemnity, warranty or otherwise, shall in no event exceed the annual school fees paid in the year preceding the year that the cause of action arose.

## 11 Payment of Fees

11.1 The Signatory shall ensure full and punctual payment of all Fees to the School, and all other amounts that become due and payable to the School.

11.2 In the event of a Fee Payer, who is not the Signatory, taking responsibility for the payment of Fees, the Signatory by the signature to this Agreement, will remain liable for all Fees under this Agreement. The Signatory binds itself jointly and severally in their personal capacity as surety and co-principal debtor with the Fee Payer for payment to the School of any amounts which are owing and may at any time become owing to the School. The liability of the Fee Payer and of the Signatory arising out of this Agreement is joint and several.

11.3 The Signatory accepts that school fees are payable in accordance with the Fee Schedule as agreed upon between the School and the Signatory. Payment of tuition Fees may be done by debit order or Electronic Funds Transfer ("EFT"). **No payments in cash will be accepted.**

11.4 If arrangements have been made or will be made for the payment of School Fees in instalments, each instalment shall be paid on or before the first day of each month.

11.5 All other fees, over and above School Fees, must be settled on the dates stipulated or no later than on or before the first day of attendance of the following School term, whichever date is first.

11.6 Failure by the Signatory or a Fee Payer (where applicable) to pay any amount on due date constitutes a breach of this Agreement. Should the Signatory fail to remedy the breach within the time specified in any notice, this may result in the cancellation of the Agreement. On breach, the Signatory will become liable for all damages that the School has and/or may suffer because of the breach and failure to remedy, as well as the immediate payment of all arrear Fees.



- 11.7 A statement issued by the School certifying the balance owing from time to time shall be valid and sufficient (prima facie) proof for all purposes of the amount owing by the Signatory or Fee Payer (where applicable) in terms hereof.
- 11.8 A poor payment record may impact the standard payment terms available to the Signatory.
- 11.9 The Signatory acknowledges that the inability of the Student to attend School in person or online, or the absence of the Student from the School, or the suspension of the Student following a disciplinary hearing does not relieve the Signatory or the Third Party and/or Fee Payer (where applicable) of the obligation to pay School Fees.
- 11.10 In the event of the Student's expulsion from the School, the Signatory who has already paid the School Fees for the term or for the rest of the year will be refunded on a pro-rata basis, calculated from the date of the final expulsion notification.
- 11.11 The following serious consequences may, at the discretion of the School, arise for late or non-payment of fees:
- 11.11.1 The Agreement may, after due process, be cancelled where fees are in arrears. Once the Agreement is terminated, the Student will no longer be part of the School and will therefore not be entitled to school services.
  - 11.11.2 Any outstanding fees may be handed over to a debt collecting agency or an attorney for collection.
  - 11.11.3 The School may, after due process, give notice that the Student should not return to the School until all outstanding Fees are paid.
  - 11.11.4 Any special discount granted by the School to the Signatory may be revoked.
  - 11.11.5 The full balance of any Fees outstanding will immediately become due and payable by the Signatory and/or Third Party and/or Fee Payer (where applicable).
  - 11.11.6 The School may report the Signatory's default to the credit bureau; and this may affect the Signatory's and/or Third Party and/or Fee Payer's creditworthiness.
  - 11.11.7 The School may take legal action against the Signatory and/or Third Party and/or Fee Payer (where applicable).
  - 11.11.8 The School will recover all legal fees and expenses that it has to incur to collect payment from the Signatory and/or Third Party and/or Fee Payer.
  - 11.11.9 The School may charge administrative fees for any cost relating to returned debit orders, reminders, letters of demand, or other fees relating to the collection of payment.



11.11.10 The Student will not be permitted to return to the School physically or online, and re-registration of the Student will not be allowed if any outstanding fees from the previous year are not settled before the start of the next academic year or if there is no approved payment plan in place.

11.11.11 The School may at the discretion of the Principal or Managing Director impose terms that are necessary to protect its financial interest such as:

11.11.11.1 Terminating the continuous Agreement and agreeing to the re-enrolment of the Student on a new Agreement, which may be an annual fixed term Agreement, based on full payment upfront. This will be the case where the Signatory has a history of non-payment and/or defaulting on arrangements with the School.

11.11.11.2 Terminating the continuous Agreement and entering into a new Agreement for the remainder of an academic year. Provided that the Signatory has agreed to the payment of arrear fees for the remainder of the academic year concerned, i.e., which can include payment in full upfront for the remainder of the year.

**11.12 The Signatory acknowledges that enrolling the Student at an independent school that does not receive subsidy and is dependent on fees for its financial viability, is a voluntary action that does not make the School liable for the ongoing provision of education if the Signatory does not meet the requirements of this Agreement and that, once due process has been followed to terminate the Agreement, the onus is on the Signatory to secure affordable or alternative schooling for the Student if the Signatory is unable or unwilling to meet the terms of the Agreement and that the School is not obliged to retain the Student.**

## 12 Termination for Breach

12.1 The School shall be entitled to terminate this Agreement where there has been a breach of this Agreement and the Party in breach has failed to remedy such breach after having received a written notice calling on it to remedy.

12.2 The Party in breach may make representations to the School for consideration in the event of a breach and the School may, in its sole discretion:



12.2.12 reserve the right to cancel the Agreement where the representations made is found to not be in the best interest of the School and/or its staff and/or its Students to continue with the Agreement;

12.2.13 or where a breach relates to non-payment of fees and no satisfactory arrangements could be agreed within the period as set out in the breach notice.

12.3 In the event of the cancellation of the Agreement following a breach notice, the Signatory will be liable for all damages that the School has and/or may suffer because of the cancellation of the Agreement.

12.4 Unless agreed otherwise in writing, on termination of this Agreement, the Signatory undertakes to withdraw the Student from the School on the date that the termination is effective.

### 13 Personal Information

13.1 The Signatory consents and authorises the School to obtain and process such personal information for the Student and the relevant adults (Signatory, Fee Payer, Parents/Guardians) and to store and utilise such information as may reasonably be required to fulfil the conditions of this Agreement and to offer quality education to the Student. The Signatory warrants, by their signing of this agreement, that it has obtained the necessary consent from all parties in this regard (where applicable).

13.2 Such personal information may be collected and obtained from the Signatory or the Student or the Parents/Guardians or from public record or another source (as the case may be).

13.3 Such personal information may be retained by the School in terms of section 14 of the POPI Act and/or processed as envisaged in terms of section 11 and/or 15 of the POPI Act.

13.4 The Signatory accepts that the School may within the parameters allowed in law by the relevant legislation, be required to furnish personal information of the Signatory and the Student to other processors of data including the Department of Basic Education, Provincial Education Departments, South African Montessori Association (SAMA) and the Independent Examinations Board (IEB) and by affixing its signature to this Agreement, consent to the disclosure of such personal information.

13.5 The School will not disclose the Signatory's information to the public or to any third parties without informing the Signatory, except under the conditions covered in this Agreement or as may be required by law.



## 14 Information Security

- 14.1 The School has implemented reasonable security safeguards designed to protect the Signatory's personal information and while the School takes all reasonable steps to protect the Signatory's information, the School cannot guarantee that its information systems, including its website, email servers or knowledge management portals will not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.
- 14.2 Emails sent to the School by the Signatory are not encrypted; therefore, it is strongly advised that the Signatory does not communicate sensitive information, such as banking details, by these means.
- 14.3 The School further cannot provide any warranty that its website, or any files, or downloads available on its website are free of viruses, which can corrupt or damage your computer or information technology system.
- 14.4 **The School will never send an unsolicited email requesting your personal information including bank account details and identity number, or passwords and PIN-code. The School therefore accepts no liability if the Signatory responds to these emails or accesses any link(s) provided in such an email, even if the email looks in all material respects to have originated from the School or our student information systems.**

## 15 Medical Information

- 15.1 The Signatory warrants that the medical aid/medical contact information provided to the School as part of the parents'/guardians' and Students' personal information, is complete, up to date and accurate and authorises the school to make use of the information when required.
- 15.2 The Signatory accepts full responsibility for keeping this information regularly updated through the parents' portal of the administration system, Classter.
- 15.3 The Signatory accepts responsibility for costs incurred for the Student's emergency medical services including but not limited to transportation to the nearest medical facility and emergency medical services provided by the medical facility.

## 16 Photographs and Cameras

- 16.1 Unless the Signatory has given explicit instructions that images of the Student/ Parent/ Signatory/ Guardian may not be used in any specific format, images of the Student and the Signatory/Parent/Guardian whether by photographic or other means may be



collected and used by the School in any publication relating to the achievements of the School.

16.2 Photographs may also be used in public relations, marketing, and advertising campaigns (with parent/guardian permission) and these images may continue to be used even after a Student has left the School. While the School will use photographs in accordance with the provisions of the POPI Act, the School does not have control over third parties within public platforms like social media.

16.3 The Student/ Parent/ Signatory/ Guardian confirms, acknowledges and accepts that there will be cameras in the classrooms and common spaces for the safety of learners, teachers, and for incident related purposes. In order to safeguard the privacy of our learners; parents and teachers will not have access to these cameras. Footage may be made available upon request, at the sole discretion of the Director and Principal, when in relation to a serious incident.

## 17 **Dispute Resolution**

17.1 This Agreement is subject to the South African legal framework, and, to the South African regulatory framework for independent schools that are not subsidised by the state.

17.2 In the event of any dispute arising from the interpretation and/or implementation of this Agreement:

17.2.1 The dispute shall be outlined by the affected party in writing, including the desired corrective action and the timelines thereof.

17.2.2 All attempts shall be made by both parties to resolve the dispute.

17.2.3 Both parties reserve their respective rights to pursue legal intervention in the dispute.



**18 Execution**

18.1 This Agreement is executed for and on behalf of –

18.1.4 By \_\_\_\_\_ in his/ her/ their  
capacity as parent(s)/ legal guardian of  
\_\_\_\_\_.

**OFFICE USE ONLY**

18.1.1 By \_\_\_\_\_ in his/ her capacity as  
Principal or Director of the School.

THUS, DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_ day of  
\_\_\_\_\_ 2023.

As WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
*For and on behalf of:  
**Sutherland Academy**  
Duly authorized thereto*

THUS DONE and SIGNED at \_\_\_\_\_ on this the \_\_\_\_ day of  
\_\_\_\_\_ 2023.

As WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
***Parent/ Legal Guardian***