



2018 MEMORANDUM OF AGREEMENT

Entered into by and between the parties:

Hereinafter referred to as “the parent/guardian” and acting in his/her personal capacity as legal guardian and/or parent of:

_____ *Grade:* _____

(Hereinafter referred to as “the learner/boarder”)

AND

BLUE HILLS COLLEGE (SCHOOL AND BOARDING HOUSE)

PARENT GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure “B”, declare that he/she/they are the parents/s or legal guardian/s of the child/children, whose details appear in Annexure “A”. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be carried out in order for the Child to be successfully enrolled and retained at the School.

IMPORTANT NOTICE:

By signing or initialling or otherwise entering into this Contract you agree to the terms and conditions contained in this document as well as any terms and conditions contained in the Policies of the School, which form part of this Contract. If there is any provision in this contract that you do not fully understand, please ask for an explanation before signing.

This contract contains clauses which appear in similar text style to this notice and which:

- 1. May limit the risk or liability of the School or a third party; and/or*
- 2. May create risk or liability for you; and/or*
- 3. May require you to indemnify the School or a third party; and/or*
- 4. Serve as an acknowledgement, by you, of a fact.*

Your attention is drawn to these clauses because they are important and should be carefully noted. The rights you have in this contract are in addition to and do not affect the statutory rights and remedies you have under consumer protection law, your statutory consumer protection rights will prevail. Nothing in these documents is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for you or the School in terms of the Consumer Protection Act.

1. DEFINITIONS

In this contract –

- 1.1 “Additional fees” means those prices for the Additional Goods/Services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to your Child, including the costs of extra-curricular activities or special educational needs;*
- 1.2 “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 from time to time;*
- 1.3 “Child” means the child or children (of any age) admitted by the School to be educated, whose details appear in Annexure “A1”, as well as the Child or Children whose details appear in any subsequent Annexures numbered “A2”. “A3” and so on sequentially, as provided for in Annexure “A1”;*

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P A R E N T I N I T A I L S

- 1.4 **“Contract”** means this document, including all its Annexures as well as any Policies
- 1.5 **“Consumer Protection Act”** means the Consumer Protection Act, No 68 of 2008;
- 1.6 **“Development Levy”** means the fee paid by the Parent/Guardian as an agreed, non-refundable contribution to the School’s development costs, payable on the Child’s enrolment to the School as part of the school’s revenue for that year;
- 1.7 **“Registration fee”** means the non-refundable fee paid by the Parent/Guardian to cover all the administrative costs involved in registering a Child at the School and which may include an initial contribution to the development and capital costs of the School;
- 1.8 **“Fee”** means any amounts owing to the School for a Child’s enrolment, education and related activities at the School. Such fees shall be clearly communicated, to you in advance and may include, but are not limited to, the –
- 1.8.1.1 Registration fee;
 - 1.8.1.2 Development Levy;
 - 1.8.1.3 School fees; and
 - 1.8.1.4 Additional fees;
- 1.9 **“Head”** means the person appointed by the board of directors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;
- 1.10 **“Parent” or “you”** means each person who has signed this Contract as the parent or legal guardian of a Child, whose details appear in Annexure “B” ;
- 1.11 **“Parties”** means the Parent/s and the School;
- 1.12 **“Policies”** means the rules and the principles adopted by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School. These Policies may include (but need not be limited to) the School rules; Schedule of Fees; Debtors Policy; Terms and Conditions of the School, as well as the Code of Conduct and the School’s Cautionary and Grievance Procedures for Parents and are available on request free of charge, or on the School’s website;
- 1.13 **“School” or “We”** means Blue Hills College
- 1.14 **“School Fees”** Means the money payable by the parent/s to the School in connection with a Child’s education, excluding any Registration fee, Development Levy or Additional fees;

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P A R E N T I N I T I A L S

- 1.15 **“School Rules”** means the rules of the School as contained in the Code of Conduct, a copy of which is provided to each Child on entry and is sent to Parents with the letter offering a place at the School. These rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;
- 1.16 **“Magistrate’s Court Act”** means the Magistrate’s Courts Act No 32 of 1944;
- 1.17 **“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.
- 1.18 **“Third party”** means the person or entity, other than the Parent or guardian, nominated by the Parent or Guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent or guardian from liability for those said fees.

Whereas, the Parent/Guardian desires to enrol his/her child as a boarder/learner in the hostel and school respectively:

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

2. GENERAL OBLIGATIONS OF THE SCHOOL.

- 2.1 **The admission and enrolment of learners to the School is at the discretion of the head who may refuse a learner’s admission to the School without giving reasons thereof and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the Head may impose. The Head may, at his/her sole discretion, cancel enrolment in accordance with the Rules.**
- 2.2 **For the sake of clarity, this agreement regulates the enrolment and admission of your Child to the School and also regulates the relationship between the School, your Child, yourself and/or a Third Party once your Child is admitted and enrolled with the School. Subject to clause 7.1 nothing in this Agreement should be interpreted as a representation or warranty made by the school that your child will be admitted to and enrolled with the school.**
- 2.3 **While your child remains a pupil of the school, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on school premises or is participating in activities organised by the school.**
- 2.4 **We shall monitor your child’s progress at the school and produce regular written reports. We will advise you if we have any concern about your child’s progress, but we do not undertake to diagnose dyslexia or any other specific conditions; a formal assessment can be arranged either by you or by the school at your expense.**

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P A R E N T I N I T A I L S

- 2.5 *The parties take cognisance of the limitations of the school's physical environment, facilities and resources which limit its ability to provide high quality education to children with special educational needs (whether due to neurological barriers, hearing impairments , visual barriers, physical barriers behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Head, the School cannot, or can no longer, provide adequately for your child's special educational needs, the School may cancel this contract.*

3. **DISCLAIMERS**

- 3.1 *You acknowledge that the school does not take responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including School clothing, sporting equipment, books or any other personal possessions) brought on to the school premises by your child, unless the school or its staff are in possession of that property and damage occurs to that property either because –*

3.1.1 *The school or its staff treated the property as their own; or*

3.1.2 *The school or its staff did not exercise the degree of care, diligence and skill that can reasonably be expected of a person responsible for managing property belonging to another person, when handling, safeguarding or using the property.*

- 3.2 *Unless you expressly notify us in writing to the contrary, you consent to your child participating, under proper supervision, both in and outside the school, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to your child travelling to and participating in school activities and programmes outside the school. Subject to the school taking reasonable care to avoid harm and save any gross negligence on the part of the school, its employees or agents, the school is not responsible for loss or damage resulting from such sports, activities or programmes and you indemnify the school against any claims in that regard.*

4. **PARENT'S GENERAL OBLIGATIONS**

- 4.1 *You will inform the school in writing, prior to admission and enrolment, of any special educational needs of your child known to you, of the kind referred to in clause 7.5*
- 4.2 *In order to fulfil our obligations we need your co-operation. Without detracting from any specific obligations contained in this contract, you are required to: fulfil your own obligations under these terms and conditions; encourage your child in his or her studies, and give appropriate support at home; keep the school informed of matters which affect your child; maintain a courteous and constructive relationship with school staff; and attend meetings and otherwise keep in touch with the school where your child's interests require you to do so.*

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4.3 *The Head may in his or her discretion require you to remove or may suspend or expel your child if your behaviour is; in the reasonable opinion of the Head so unreasonable as to affect or likely affect the progress of your child or of any other child (or other children) at the school or the well-being of the school staff or to bring the school into disrepute. When your child is expelled the boarding and tuition fee for the month in which your child is expelled must be paid in full. No refunds will be made at all.*

4.4 *The Head may, at his/her discretion, require you to remove or may suspend or expel your child from the school, if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the child's removal is in the school's best interests or those of your child, other children or the wider school community. In this case you will be asked to remove your child immediately and without notice, or at a specified date that is shorter than the full month with or without notice in any form, as is reasonable under the circumstances. The school will not be required to give you a full month's written notice under these circumstances. Should the Head exercise this right; any prepaid fees for this month will not be refunded to you.*

4.5 *The school Code of Conduct set out examples of offences likely to be punishable by suspension or expulsion these examples are not a closed list and a child may be expelled or suspended for offences which are not included in these examples. In particular, the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the child or the circumstances of the case otherwise justify action.*

5. **POLICIES OF THE SCHOOL**

5.1 ***You declare that you have read and understood the policies of the school (Boarding Policy, Code of Conduct, Learner Pledge, Learner Performance Standard, I.T. Policy and Debtors' Policy) as adopted and published by the school from time to time and agree to abide by these policies. The school undertakes to make copies of all policies available on request and free of charge, or on the school's website.***

5.2 *You undertake to comply with all the rules and regulations of the school and acknowledge that it is your responsibility to make yourself familiar with the policies.*

5.3 *You acknowledge that you are responsible for your child, whether on the property of the school or not, after the notified finishing times of any school activity/event/function and that you will ensure that your child obeys all school rules and policies where they apply to the child.*

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P A R E N T I N I T I A L S

6. **ACCEPTANCE AND REGISTRATION FEE**

- 6.1 *An offer of a place for a child at the school is accepted by you signing this contract and (if applicable) paying the registration fee.*
- 6.2 *If, subsequent to entering into this contract, your child does not take up a place at the school (save for reason of death or long term hospitalisation) you will not be refunded the registration fee. The registration fee will be kept by the school as a reasonable cancellation fee for your child's withdrawal and to cover costs incurred in administering, processing and handling of your child's enrolment.*
- 6.3 *If no registration fee was paid; and subsequent to entering into this contract your child does not take up a place at the school (save for reason of death or long term hospitalisation); and the school cannot, by the start of the first term for which your child was due to enrol, fill the vacancy created by your child's withdrawal, a full months fees shall be payable and shall become due and owing to the school as a reasonable cancellation fee. The month's fees shall be charged at the rate that would have been applicable for the said first month.*
- 6.4 *If your child does take up a place with the school, withdraws or is expelled, the registration fee and all levies will form part of the fees charged by the school and is non-refundable.*

7. **PAYMENT OF FEES**

- 7.1 *You have absolute responsibility for the payment of any fees applicable to your child attending the school. You also acknowledge that school fees are payable in advance and that facilities exist for monthly payments through debit order. If you are unclear about any of your financial obligations, the school will on request provide a written explanation. Any fee or other monies owing by you to the school not paid on or before the due date will attract a penalty of R250 and will bear interest at the maximum rate of interest for incidental credit prescribed from time to time in terms of the National Credit Act, 2005 ("NCA"), or at such lesser rate as the school determines from time to time in its sole discretion. Interest not paid to the school by the last day of the month in respect of which such interest accrues will bear further interest at the same rate. In addition to interest the school will be entitled to recover from you default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA. Any cheque made to the school and not honoured will attract a charge of R150.00. You further agree that in the event of the fees not being settled in full upon signature of this agreement, you and/or third party undertake to make payments of agreed upon fees on the 1st day of each month/term or any other date agreed upon by you/third party and the school. Payments made by bank transfer/cash deposits will only be credited to your account on receipt of proof of payment by fax or email with the name/student number of the learner/boarder clearly legible and provided that the entire amount appearing on the proof of payment or deposit slip shall have reflected as being received into the school bank account. The school accepts no liability for deposits or transfers which cannot be traced and the onus will rest upon the parent/guardian to ensure that such deposits/transfers are traced or alternatively to re-deposit or re-transfer the entire amount.*

- 7.2 *You also agree that in the event of payment not being received by the 1st of day of the month the learner/boarder may, in the sole and absolute discretion of the school, be suspended from the hostel/school. You will be obliged then to immediately make arrangements to collect your child from the boarding house/school l. In addition the school reserves the right to withhold all exam results and the learner's report until such time as the arrear fees are paid in full. By signing this contract you further accept that; school fees are payable over an eleven month period. When your child is on holiday or serving suspension, his/her boarding and tuition fee are still due and must be paid.*
- 7.3 ***Any cash/cheque deposits into the school account will attract charges as stipulated by the bank. This charge will be paid by you in arrears and will indicate on your statement when applicable***
- 7.4 *You and/or the Third party accept the additional goods/services. The school will, as far as reasonably possible, give you notice prior to providing such additional goods/services. You and/or the third party expressly agree to the delivery or performance of the additional goods/services and accept liability for payment thereof, in accordance with clause 12.1. You and/or the third party acknowledge that the additional goods/services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted such additional goods/services.*
- 7.5 *You and/or the third party accept that you/it will be liable for the payment of the additional goods/services. Such additional goods/services include payment for stationary, books, school tours, outings or any other additional goods/services required by the school to provide your child adequately with the educational services in terms of this agreement.*
- 7.6 ***You further agree that is your child's fees are outstanding, he/she will not be allowed to participate in any school trip/camp.***
- 7.7 *You confirm that a monthly statement sent to you by the bookkeeper showing the amount owing by you or the third party to the school shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the school's claim is thereafter disputed by you or the third party, you or the third party shall bear the onus of proving that such amount is not owing and/or payable.*
- 7.8 *In the event of the third party taking responsibility for the payment of the fees, you by your signature hereto, hereby bind yourself jointly and severally in your personal capacity as surety and co-principal debtor with the third party for payment to the school by the third party.*

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PARENT INITIALS

- 7.9 *You also acknowledge that if any instalment on account of a fee which is payable is not paid on the due date, the whole balance of the fee outstanding will immediately become due and payable by you. No indulgence or grant of time by the school will constitute a waiver of its rights under this contract or otherwise.*
- 7.10 *You are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees annually or monthly, the total costs of which will be set out in a fee schedule and communicated to you on enrolment and in advance of any increase in school fees.*
- 7.11 *You authorise the school to affect a debit order against your bank account to effect the monthly payment of fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in annexure "B".*
- 7.12 *You agree that fees paid in advance will be deposited by the school and held in accordance with the Consumer Protection Act, but that the school will be entitled to treat interest generated from such funds as income.*
- 7.13 *The school fees will be reviewed from time to time and may be increased by an amount which the school considers reasonable. We will endeavour to give you at least two calendar month's notice of any increase in the fees due for a particular term. You have a right to cancel this contract without penalty should the school fees increase to an amount which you no longer wish to pay, provided that you give the school written notice of that intention within 7 (seven) days of the school's notification of an increase failing which the cancellation provisions of clause 11.2 will apply, and you will be required to provide a full month's notice or pay a month's fees in lieu of notice.*

8. PROTECTION OF PERSONAL INFORMATION

- 8.1 *By entering into this contract, and unless you at any time instruct the school expressly and in writing to the contrary, your consent is given for the school to:*
- 8.1.1 *Collect, store and process credit information about you and any third party or divorced or separated parent responsible for the payment of any or all amounts comprised in the fees;*
- 8.1.2 *Collect, store and process names, contact details and information relating to yourself and your child, and to such information being made available to other parents/guardians, staff or responsible persons engaged or authorised by the school from school related purposes to the extent required for the purpose of managing relationships between the school, parents/guardians, and current learners as well as providing references and communicating with the body of former learners;*

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P A R E N T I N I T A L S

- 8.1.3 *Include photographs, with or without name, of your child in school publications, or in press releases to celebrate the school's or your child's activities, achievements or successes;*
- 8.1.4 *Supply information and a reference in respect of your child to any educational institution which you propose your child may attend. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the school cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statement of fact contained, in any reference or report given by us; and*
- 8.1.5 *Inform any other school or educational institution to which you propose to send your child of any outstanding fees.*
- 8.2 *The school may not distribute or otherwise publish any of your personal information in its possession, unless you give your consent, in writing, to the school that it may do so. Should this be the case, the school may only distribute or otherwise publish the information specified in your consent to the people and for the purpose stated in your written consent.*

9. **HOSTEL/SCHOOL RULES AND REGULATIONS**

By signing this contract you acknowledge that you have received, read and understood the rules/regulations as stated in the School Code of Conduct, Boarding Policy/School Prospectus. You and your child will be bound by these rules, codes, procedures and regulations. Any contravention of the hostel/school rules will constitute a material breach of this agreement. In order to promote an academic and calm atmosphere, the parent/guardian agrees that the boarder/learner will adhere to the hostel/school rules and furthermore agrees that if the boarder/learner participates in negative political agitation, internally organized boycotts and stay-aways, violent or criminal behaviour, gambling, sexual misconduct, kissing, smoking, drug use or alcohol abuse, stealing, fighting, continuous absconding of lessons, racial/tribal intolerance, skipping from the boarding, disrespectful behaviour, going out of bounds or loses points to less than 25, he/she may, at the sole and absolute discretion of the school, be expelled.

10. **DAMAGE TO PROPERTY**

*You understand and agree, that in the event of the your child damaging any of the hostel's/school's property or the premises which the hostel/school occupies, **you will pay to the hostel/school on demand the costs of repair/replacement of the damaged article/s and/or property.** A boarder who intentionally breaks/vandalises school property may be suspended/ expelled from the boarding house/ school. Neither a learner's report nor a transfer letter will be issued out before replacement/repair or adequate compensation for the damaged property. In the event that a learner's report or transfer is issued before such replacement/repair/compensation, other legal steps will be taken to recover losses.*

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P A R E N T I N I T A I L S

11. TERMINATION AND NOTICE REQUIREMENTS

- 11.1 This agreement will be of force and effect for the entire duration of your child's study at Blue Hills College and can be terminated by either party at any time for any reason following proper procedures.*
- 11.2 Any change to this agreement will be communicated to you on time and you will be required to sign an addendum.*
- 11.3 You shall give the school at least a full month's written notice of your intention to withdraw your child from the school, or pay a full month's fees in lieu of notice. Where you give the school a full month's advance written notice of intention to withdraw your child, you will not be liable to pay any cancellation fee. Refund where applicable will be effected within 30 days after it becomes due.*
- 11.4 This is without prejudice to the school's other remedies: the school may cancel this contract immediately or at the end of each academic year and has no obligation to return any pre-paid fees and levies to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the material breach within fourteen (14) business days of a notice from the school requiring you to remedy the breach, and in addition it may claim payment of all monies then owing and damages equal to one month's fees (as calculated at the time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy.*
- 11.5 For purposes of this contract, a material breach is considered to exist where you or your child (as the case may be) –*
- 11.5.1 fail to uphold the policies and /or rules of the school;*
 - 11.5.2 fail to pay and fees when due;*
 - 11.5.3 fail to fulfil all legal requirements necessary for your child to attend school in South Africa, if any of these legal requirements apply to your child, for example, failure to obtain a valid study permit for your child if he/she is a foreign citizen; or act in such a way that you or the child become seriously and unreasonable uncooperative with the school and in the opinion of the Head, you or your child's behaviour negatively affects your child's or other children's progress at the school, the well-being of school staff, or brings the school into disrepute*
- 11.6 The school, shall not more than 80 (eighty) days and not less than 40 (forty) days prior to the end of the academic year notify you in writing of the termination of this contract.*

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P A R E N T I N I T A I L S

12. ALTERNATIVE DISPUTE RESOLUTION

- 12.1 Any dispute concerning or arising out of this contract must be resolved in terms of this clause. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to a designated representative to negotiate and resolve with the other others within fifteen days.*
- 12.2 If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.*
- 12.3 If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration (including any appeal against the arbitrator's decision) by one arbitrator (appointed by agreement by the parties, or, failing agreement within ten days of the referral, by AFSA) as an expedited arbitration in Randburg under the then current rules for expedited arbitration of AFSA.*
- 12.4 This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.*
- 12.5 This clause is a separate, divisible agreement from the rest of this contract and will remain in effect even if the contract terminates, is nullified, or cancelled for any reason.*

13. GENERAL

- 13.1 You choose the residential address set out in annexure "B" as your chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the school to you.*
- 13.2 You confirm that all the particulars that you may furnish or that you have furnished to the school on this contract or otherwise from time to time are or will be, to the best of your knowledge and belief, full, true and accurate.*
- 13.3 You undertake to advise the school in writing of any changes to the details included in this contract.*

X

PARENT IN ITALS

14. **JURISDICTION AND GOVERNING LAW**

The contract between you and the school is governed by South African law. You agree that the school, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by you as a liquidated debt or debts to the school in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrate's court act.

15. **VARIATIONS**

We reserve 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. The school will give you at least a term's notice of any such modifications.

16. **PARTIAL INVALIDITY**

Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if anyone is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the agreement will otherwise remain valid.

It is a condition of attendance at the school that you sign in the space provided. The school board will consider this declaration and contract to be null and void if this document is altered in any way.

17. **ENTIRE AGREEMENT**

This agreement embodies the full and entire agreement between parties. No variation, amendment, addition or deletion of this written agreement will be of any force or effect unless reduced to writing and signed by all parties hereto. Any concession oral or in writing, expressed or implied made by the school employees / directors / anyone acting on behalf of these may not be considered a waiver of the conditions of agreement.

Declaration: I/We, the undersigned, do hereby declare that I/We have read and understood this contract, including the Policies of the School.

SIGNED at _____ on _____ 20____

PARENT/GUARDIAN

PARENT/ GUARDIAN

ACCEPTED by the School at _____ on _____ 20____

X

P A R E N T I N I T A I L S

ANNEXURE A1: DETAILS OF THE CHILD

	<i>Name and Surname</i>	<i>Current Grade</i>	<i>Gender (M/F)</i>	<i>Age</i>	<i>ID Number</i>
<i>Child 1</i>					
<i>Child 2</i>					
<i>Child 3</i>					
<i>Child 4</i>					

It is agreed that for each sibling enrolled and admitted to the school after the child or children referred to in this Annexure A1, a new annexure will be completed and signed by the parties, with the same information for each such sibling. These will be annexure A1, A2 and so on sequentially, and will be deemed to be annexures to the contract, with all the provisions of the contract applying to the sibling as a child in terms of the contract.

ANNEXURE B: DETAILS OF PARENT/GUARDIAN

	<i>First person responsible for payment of fees</i>	<i>Second person responsible for payment of fees</i>
<i>Title and Surname</i>		
<i>First Name</i>		
<i>Home Address</i>		
<i>Postal Address</i>		
<i>Email Address</i>		

X

P A R E N T I N I T I A L S

2018 FEES STRUCTURE

DESCRIPTION [NR=non-refundable]	NATIONAL STUDENTS		INTERNATIONAL STUDENTS	
	Boarder	Day scholar	Boarder	Day scholar
Registration Fees (NR)	R 6 000.00 non-refundable	R 6 000.00 non-refundable	R 6 000.00 non-refundable	R 6 000.00 non-refundable
Boarding & Tuition Grade 8 & 9	R 7 325.00 per month	R 3 657.00 per month	R 7 675.00 per month	R 4 000.00 per month
Boarding & Tuition 10	R 7 365.00 per month	R 3 855.00 per month	R 7 700.00 per month	R 4 250.00 per month
Boarding & Tuition Grade 11&12	R 7 580.00 per month	R 3 965.00 per month	R 7 915.00 per month	R 4 370.00 per month
Development Levy (NR)	R 6 000.00 per annum	R 6 000.00 per annum	R 6 000.00 per annum	R 6 000.00 per annum
Sports Levy (NR)	R 1 000.00 per annum	R 1 000.00 per annum	R 1 000.00 per annum	R 1 000.00 per annum
Textbook & Stationery Fee (NR)	R2 750.00 per annum	R2 750.00 per annum	R 2 750.00 per annum	R 2 750.00 per annum
Music Levy (NR)	R750.00 per annum	R750.00 per annum	R750.00 per annum	R750.00 per annum

2018 PAYMENT OPTIONS [REGISTRATION FEE NOT INCLUDED]

Select a payment option and indicate with an [x] in the appropriate box (all figures are in South African Rands)

Monthly Payment Option (mark with an [x])

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GRADE 8 & 9	ANNUAL	January	February	March	April	May	June	July	August	September	October	November
Boarders	R90 325.00	R 17 075.00	R 7325.00	R 7325.00	R 7325.00	R 7 325.00	R7 325.00	R7 325.00	R7 325.00	R7 325.00	R7 325.00	R7 325.00
Day scholars	R49 977.00	R 13 407.00	R3 657.00	R3 657.00	R3 657.00	R 3 657.00	R3 657.00	R3 657.00	R3 657.00	R3 657.00	R3 657.00	R3 657.00
Boarders: International	R94 175.00	R17 425.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00	R7 675.00
Day Scholars: International	R53 750.00	R13 750.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00	R4 000.00
GRADE 10	ANNUAL	January	February	March	April	May	June	July	August	September	October	November
Boarders	R90 765.00	R17 115.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00	R7 365.00
Day Scholars	R52 155.00	R13 605.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00	R3 855.00
Boarders: International	R94 450.00	R17 450.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00	R7 700.00
Day Scholars: International	R56 500.00	R14 000.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00	R4 250.00
GRADE 11&12	ANNUAL	January	February	March	April	May	June	July	August	September	October	November
Boarders	R93 130.00	R17 330.00	R7580.00	R7580.00	R7 580.00	R7 580.00	R7 580.00	R7 580.00	R7 580.00	R7 580.00	R7 580.00	R 7580.00
Day scholars	R53 365.00	R13 715.00	R3 965.00	R3 965.00	R3 965.00	R3 965.00	R3 965.00	R3 965.00	R3 965.00	R3 965.00	R 3965.00	R3 965.00
Boarders: International	R96 815.00	R17 665.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00	R7 915.00
Day Scholars: International	R57 820.00	R14 120.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00	R4 370.00

- Monthly fees are due on the first day of the month in advance. January fees are payable in full prior to student starting school.
- Discounted Annual Fees are payable by 31 January latest, in order to qualify for discount.
- A family with two or more children will receive a 5% discount on the Boarding and Tuition Fees provided the fees are paid by the due date.
- Overdue accounts will attract an interest of 20% per annum.
- Any accounts overdue by 2 months or more will be handed over to debt collectors.
- Banking details: **ABSA Bank, Blue Hills College, Acc No.: 405 701 2999, Midrand Branch: 632005, Cheque Account.**
The **Reference** is **Name and Surname of Child**.

By my signature here, I indicate that: I have read, understand and I agree to the above payment terms and conditions.

NAME OF LEARNER: _____ **GRADE IN 2018:** _____

NAME (Parent 1): _____ **SIGN:** _____ **DATE:** _____

NAME (Parent 2): _____ **SIGN:** _____ **DATE:** _____



Annual Payment Option (mark with an [x])

**INCLUDED IN THESE FEES: BOARDING & TUITION FEE, TEXTBOOK & STATIONERY FEE, DEVELOPMENT
LEVY AND SPORTS LEVY**

CATEGORY	GRADE 8 & 9		GRADE 10	
	2018 ANNUAL FEES	IF PAID BEFORE 31 ST JANUARY 2018	2018 ANNUAL FEES	IF PAID BEFORE 31 ST JANUARY 2018
BOARDERS	R 90 325.00	R 86 296.25	R 90 765.00	R 86 714.25
DAY SCHOLARS	R 49 977.00	R 47 965.65	R 52 155.00	R 50 034.75
BOARDING: FOREIGN STUDENTS	R 94 175.00	R 89 953.75	R 94 450.00	R 90 215.00
DAY SCHOLARS: FOREIGN STUDENTS	R 53 750.00	R 51 550.00	R 56 500.00	R 54 162.50

CATEGORY	GRADE 11		GRADE 12	
	2018 ANNUAL FEES	IF PAID BEFORE 31 ST JANUARY 2018	2018 ANNUAL FEES	IF PAID BEFORE 31 ST JANUARY 2018
BOARDERS	R 93 130.00	R 88 961.00	R 93 130.00	R 88 961.00
DAY SCHOLARS	R 53 365.00	R 51 184.25	R 53 365.00	R 51 184.25
BOARDING: FOREIGN STUDENTS	R 96 815.00	R 92 461.75	R 96 815.00	R 92 461.75
DAY SCHOLARS: FOREIGN STUDENTS	R 57 820.00	R 55 416.50	R 57 820.00	R 55 416.50

TERMS AND CONDITIONS OF PAYMENT(S):

7. Monthly fees are due on the first day of the month in advance. January fees are payable in full prior to student starting school.
8. Discounted Annual Fees are payable by 31 January latest, in order to qualify for discount.
9. A family with two or more children will receive a 5% discount on the Boarding and Tuition Fees provided the fees are paid by the due date.
10. Overdue accounts will attract an interest of 20% per annum.
11. Any accounts overdue by 2 months or more will be handed over to debt collectors.
12. Banking details: **ABSA Bank, Blue Hills College, Acc No.: 405 701 2999, Midrand Branch: 632005, Cheque Account.**
The Reference is Name and Surname of Child.

By my signature here, I indicate that: I have read, understand and I agree to the above payment terms and conditions.

NAME OF LEARNER: _____ **GRADE IN 2018:** _____

NAME (Parent 1): _____ **SIGN:** _____ **DATE:** _____

NAME (Parent 2): _____ **SIGN:** _____ **DATE:** _____

ANNEXURE D: INDEMNITY FORM

I / We, the undersigned,

_____ *(the Father/Guardian)*

And

_____ *(the Mother/Guardian)*

Of

_____ *(our / my child/ward),*

By our / my signature hereto, hereby indemnify/ies the College, its staff, assistants, agents, representatives, contractors and hold them harmless against any harm or loss as set out hereunder:

1. In my/our personal capacity/ies and in my/our representative capacity/ies as parent/s or guardian/s of my/our child, I/we hereby expressly indemnify and hold harmless:

1.1 Blue Hills College, its staff, assistants, agents, representatives, contractors or other employees against any liability for any injury suffered by me/us or my/our child arising out of any cause whatsoever whilst my/our child is in the care of Blue Hills College, its staff, assistants, agents, representatives, contractors or other employees.

1.2 Blue Hills College, its staff, assistants, agents, representatives, contractors or other employees against whom any claim, including legal costs, in terms of clause 1.1 above, which may arise or be instituted for any reason whatsoever.

1.3 Blue Hills College, its staff, assistants, agents, representatives, contractors or other employees against any other claims, demands, legal costs and expenses arising out of the actions of my/our child or the treatment of my/our child whilst in the care of Blue Hills College, its staff, assistants, agents, representatives, contractors or other employees.

2. I/We further consent to and agree that:

2.1 Any staff member or assistant of Blue Hills College may attend to medical care or treatment, where the cause of such treatment is of a minor nature and the supervision of a medical doctor is not reasonably required.

X

P A R E N T I N I T I A L S

2.2 *I/We undertake to furnish Blue Hills College with my/our child's medical history and any other relevant medical information, which I/we deem to be within Blue Hills College's necessary knowledge.*

2.2.1 *Where medical care and treatment caused by serious injury or illness is required, I/we consent and give permission to the staff or assistants of Blue Hills College to sign any necessary written consent on behalf of my/our child to be subjected to such medical care or treatment, provided that this will be executed on the advice and under the supervision of a medical doctor. The parent will be responsible for the medical costs incurred.*

THIS DONE AND SIGNED AT _____ ON THIS _____

DAY OF _____ 20.....

FATHER/MOTHER/GUARDIAN

AS WITNESS:

1. _____

2. _____

X

P A R E N T I N I T A I L S

ANNEXURE E: PARENT / GUARDIAN DECLARATION

I _____ the parent / Guardian of _____
hereby declare that I have read and understood the Blue Hills College Memorandum of Agreement,
Boarding Policy, Code of Conduct, Learner Performance Standard, Debtors' Policy and I.T. Policy,
that I am in agreement with these.

I also would like to provide the following names as the only people who may visit or collect my child
in my absence. I also understand that when coming to visit / collect my child these people will be
required to produce picture identification.

NAME	ID NUMBER	RELATIONSHIP	CONTACT DETAILS.

Any other person will have to produce written authorization from me bearing my signature and a copy
of my ID.

NAME: _____

Signature: _____

Date: _____

X

P A R E N T I N I T A I L S