

(PRE GR. R - GR. 1)

H/v Angelier & De Vygenstraat
Proteahoogte, Brackenfell, 7560
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(GR. 2 - GR. 6)

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ADDENDUM A

DESTINATUS PRIVATE SCHOOL FINANCIAL TERMS AND CONDITIONS

(REVISED - SEPTEMBER 2021)

1. PARTIES LIABLE FOR THE PAYMENT OF SCHOOL FEES AND ACCOUNTS

- 1.1.1. Any child/children shall, at the sole discretion of the School Governing Body, be considered legally compliant for enrolment prior to admission, which shall be given in writing.
- 1.1.2. It is assumed, unless prior notice to the contrary is given in writing to the School, that the following parties assumes the responsibility and shall accordingly be held legally liable, for the regular payment of all invoiced amounts due to the School, i.e.
 - 1.1.1 The biological parent/s of the child/children;
 - 1.1.2 The biological mother in the event of single parent status;
 - 1.1.3 The biological father of the child/children;
 - 1.1.4 The lawful guardian/s of the child/Children;
 - 1.1.5 The grandparent/s of the child/children;
 - 1.1.6 Any other person/persons so decreed/delegated by any legal authority, and/or in terms of any cultural, religious or other decree not in contravention of any of the laws of South Africa;
 - 1.1.7 Any person acting lawfully in the capacity as custodian of the child/children;
 - 1.1.8 Any person may be nominated by the above parent/s and/or Guardian/s, (Debtor/Co-debtor/s) as Surety to comply with such payments obligations as may be reflected from time to time in the books of account of Destinatus Private School.
 - 1.1.9 Such parent/s//Guardian/s/Debtor/s//Co-debtors//Surety/ies shall collectively be considered to be **THE LEGAL CUSTODIAN/S** herein for purposes of complying with any payment terms and conditions of the School and,
 - 1.1.10 Shall accordingly be so appended in the Application form;

1.2. THE LEGAL CUSTODIAN – THE PARTY OF PRIMARY RESPONSIBILITY

- 1.2.1. Shall be considered the Parent/s or Guardian/s or Legal Custodian/s//Debtor/Co-debtor/s//Surety/ies as are chronologically depicted in para. 1 above;
- 1.2.2. The School shall be obligated to address any matters of relevance to the party of first PRIMARY responsibility, who, in turn, would be liable for passing such relevant information regarding the particular learner on to the party/ies of secondary responsibility.

2. ACCEPTANCE OF LIABILITY

- 2.1. The person(s) (Legal Custodian/s) in terms of para. 1, is/are responsible for the account/s, as fully explained in the standard Destinatus Private School Application for Admission Form("the Application Form") and herewith assumes liability for the account, alternatively binds himself/herself irrevocably as Legal Custodian/s for payment of all School fees (and all other amounts owing) to Destinatus Private School ("the School");
- 2.2. Kindly take notice that School fees may be reviewed during mid-term/s, if and when the economic situation would necessitate such review/s;
- 2.3. The LEGAL CUSTODIAN/S, irrevocably, binds himself/herself/themselves as well as their nominated surety/ies, (and Debtor/co-debtors) liable for the payment of all School fees (by the account holder(s)) or any other payments that may arise from the Learner's attendance of the School (this Agreement).

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3. TERMS OF PAYMENT

- 3.1. It is recorded that School fees are determined in October of the previous year, and may be reviewed mid-term (refer para. 2.2), and the LEGAL CUSTODIANS (account holder(s)) shall be informed of the results thereafter in writing. After the yearly determination/review of fees, the LEGAL CUSTODIANS (account holder(s)) shall be invoiced for the said School fees due.
- 3.2. The LEGAL CUSTODIANS (account holder(s)) shall immediately inform the School if he/she/they have not received an invoice at the start of the academic year and each month, whichever is relevant.
- 3.3. School fees for a 12 (twelve) month period, or proportionally in the event of special cases or mid-term admissions, are payable in advance by the 1st (first) day of January, or any relevant month depending on the fee payment option exercised by the LEGAL CUSTODIAN/S (account holder(s)) in the Application Form.
- 3.4. In the event where the School fees are not paid in full up front, payments are to be made (in terms of para. 3.), free of any deductions or set offs, on or before the 1st (first) day of every consecutive calendar month.
- 3.5. In the event where an existing account is/has not been managed in the proper manner, no further applications will be considered.
- 3.6 Registration fees must be paid within 7 (seven) days after receiving the Provisional Acceptance Letter. Failure to do so will result in your name to be moved to the waiting list.
- 3.7 There will be no refund of the registration fee where the Learner (Scholar) leaves the School or does not attend School at all as set out on the Application Form.

4. PAYMENTS

- 4.1. All and any payments due to the School, shall be affected in electronic transfer to,

Destinatus Private School
 Standard
 Account number : 060762950
 Branch Code: 050410
 Reference : Family Code (Please refer to your Statement for the correct Family Code)
 Email: accounts@destinatus.co.za

5. LATE PAYMENTS AND BREACH OF CONTRACT

- 5.1. In the event where the undersigned Legal Custodians or guardian commits a breach of contract of any of the terms of this Agreement and fails to remedy such breach within 5 School days from the date on which written notice has been given of such breach, the School, in its sole discretion and judgment may:
 - 5.1.1. Refuse the learner further entry to the School's premises until the breach has been remedied, or
 - 5.1.2. Claim damages from the Legal Custodian/s and/or the sureties and guardian;
 - 5.1.3. The School reserves the right to charge a penalty fee of R100 per month on all amounts outstanding if not settled by the respective due dates. Monthly fees not fully paid up by the 3rd (Third) (day of each month, shall be considered overdue.
 - 5.1.4. If your payment does not reflect on the bank statement by midnight on the 3rd of each month, and no written agreement was previously arranged, the amount of R110 per call/message will be charged to your account.
 - 5.1.5. The School is registered with ITC and reserves the right to list slow/non-paying accounts with the said credit bureau or any other credit bureau as may be deemed necessary.
 - 5.1.6. To take whatever legal steps that may be deemed necessary
 - 5.1.7. The costs of which shall be for the account of the person/s in breach.

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6. INDEMNITY.

6.1. Parent/s and/or Guardian/s, Legal Custodian/s and Learners, shall hold harmless and indemnify the School-, School Board-, System-, its Personnel, staff, Relief staff, officers, employees, agents, sponsors, donors from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, or arising out of, or resulting from, the exercise or practice of the educational framework granted by the relevant National Governmental/Provincial Governmental/Local Governmental, as the case may be, authorities, its Subsidiaries or their officers, employees, agents, or representatives.

7. GENERAL

This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or terms hereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill of exchange or other document issued pursuant thereto or in terms of this Agreement, shall be binding unless reduced to writing and signed by all the parties thereto. Any such extension, waiver or relaxation or suspension which is so given or made, shall be (strictly) construed as relating strictly to the matter in respect whereof it was made or given.

8. JURISDICTION

The parties agree to the jurisdiction of the Magistrates Court in terms of section 45 of the Magistrates Court act, 32 of 1944, as amended, in all matters requiring adjudication pursuant to this agreement.

9. CREDIT INFORMATION

The account holder(s), surety or guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the Credit Act 2005 and at the sole discretion or instance of the School Governing Body.

10. DOMICILIUM

The parties choose as their domicilia citandi et executandi their respective addresses asset out in the Application Form.

11. LEGAL FEES

In the event where the School institutes legal action against the LEGAL CUSTODIAN/S, he/she/they will be liable for all legal fees on an attorney and client scale, plus collection costs, commission, interest, tracing, agency and other fees commensurate herewith.

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13 CANCELLATION

- 13.1 From 1 February to 30 September, the LEGAL CUSTODIAN/S do undertake herewith to give **1 (one) month written notice** of termination of the attendance (enrolment) of a scholar, as well as his/her use of the aftercare facilities,
- 13.2 If notice is received for the last term of the School year including the month of January, from 1 October till 31 January the legal custodian/s undertake to give **1 (one) full term's notice, (3 (three) months)** of termination for a scholar as well as for the use of our aftercare facilities.
- 13.2.1 **In the event where the LEGAL CUSTODIAN/S, do not adhere to the above mentioned (13.2) he/she/they will be liable for the full payment of three months (1 (one) full School term).**
- 13.3 The School shall be entitled to terminate the admission/enrolment of any learner under the following circumstances:
 - 13.3.1 Summarily and with immediate effect, if the learner is guilty of an offence which, in the sole judgment (opinion) and discretion of the School, renders his/her continued admission/enrolment of (at) the School impossible/unfeasible, in which case (event) the LEGAL CUSTODIAN/S, after deduction of all amounts owing to the School, and after taking into account all penalties, if any, will be refunded a pro-rata (pro)portion of any such fees having already been paid in advance in respect of such learner/s, but shall not be entitled to the refund of the School registration fee.

I/We, the undersigned, _____, hereby certify that we have read, understood and familiarized ourselves with the **FINANCIAL TERMS AND CONDITIONS OF DESTINATUS PRIVATE SCHOOL.**

I/We accept, full responsibility/liability, jointly and/or severally for any indebtedness to DESTINATUS PRIVATE SCHOOL for the due and punctual payment of the enrolment fees (once-off, non-refundable), School fees and any other amounts which may become due and payable to DESTINATUS PRIVATE SCHOOL or in respect of participation in or attendance of any extra-curricular activity.

We accept the Financial Terms and Conditions of which a copy has been kept.

SIGNATURE OF PARENT

DATE

SIGNATURE OF SECOND PARENT

DATE

SIGNATURE OF DESTINATUS REPRESENTATIVE

DATE