

**ADDENDUM A**



**AGREEMENT 2017  
CONDITIONS OF ENTRY AND ATTENDANCE**

REVISED NOVEMBER 2016

*These Conditions of Entry and Attendance ("Conditions"), duly executed, shall be required to be submitted before the student is considered for acceptance by Reddford House (the "School"), and shall govern the student's attendance at the School, whether at Early Learning School, Preparatory and/or College, until duly terminated, replaced or renewed by further written agreement between the parties.*

**This agreement is entered into and between:**

Reddford House

and

Mr/Mrs, \_\_\_\_\_  
*(full name and surname of parent/legal guardian)*

**and** Mr/Mrs \_\_\_\_\_  
*(full name and surname of second parent/legal guardian)*

**being the parent/guardian of my son/daughter**

\_\_\_\_\_  
*(full name, surname and identity number/passport number of the student)*

**GRADE:** \_\_\_\_\_

## **Instructions to parent/s:**

1. Reddford House Conditions are to be completed, signed and dated in respect of each student on an annual basis and submitted to the School timeously in order to simplify record keeping by the administration department.
2. The details of both parents must be completed on page 1 and both parents must sign and date the signature page of the Conditions. In the event of only one parent signing the Conditions, please provide the School with an acceptable reason for doing so.
3. In addition to the parent/s signature/s, all Students from Grade 4 to Grade 12 must sign these Conditions.
4. Please note that **no** amendments by the parent/s and/or student to these Conditions will be accepted.

## **I/We hereby agree and acknowledge the following:**

### **DURATION**

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

### **FEES AND CHARGES**

2. I/we shall pay Reddford House (the "School") such fees, levies and charges for the education and supply of goods and services to the student as shall be fixed by the School in its sole discretion from time to time. I/we have been provided with a copy of the School's fee payment options and fee structure and I/we shall be bound by any increase of fees or modification of the payment structure introduced by the School, at its sole discretion, by giving us not less than one month's notice thereof.
3. **In respect of new students only:** A non-refundable placement fee (credit card/EFT) is payable within 14 (fourteen) days of the School's acceptance of the student which placement fee will guarantee the student's place at the selected Reddford House upon entry into the School.
4. This acceptance of the Conditions of Entry ("the Conditions") renders me/us jointly and severally liable (which means one parent/guardian may be held individually liable for the entire account) for payment of the student's fees account\*.

\* Should only one parent/guardian be legally liable for the payment of the student's fees account (e.g. in terms a divorce order), this clause 4 shall only apply to the parent/guardian liable for such payment, notwithstanding signature of these Conditions by both parents/guardians.

5. The fees for each term/month are due and payable via debit order, in advance, per the School's published fee schedule
  - 5.1. Failure to make timeous payment of due amounts shall be deemed to be a material breach of this agreement and in such case the Headmaster/Headmistress may, at his/her entire discretion, cancel this agreement by giving 20 business days' written notice ("notice period") thereof.

- 5.2. In the event that the arrear due amounts are not paid to the School during the notice period, the student will not be allowed to return to the School after the expiry of the notice period, nor will the student be allowed to write any further examinations and/or to receive any school reports.
- 5.3. Nothing in this clause 5 will prejudice the rights of the School to claim damages and arrear amounts in the appropriate forum.
6. Notwithstanding anything contained in clause 5 and/or the fee payment option selected in terms of the *Payment Arrangement Form*, in the event that any payment is received by the School after due date, I/we will be deemed to have selected the monthly payment option in terms of the *Payment Arrangement Form* and I/we shall be liable for payment of such monthly fees and I/we will be bound to the terms regulating monthly payments.
7. Outstanding amounts shall bear interest to be calculated from the first day of the relevant term/month to the date that the fees are received in full, at a rate equivalent to the prime bank rate charged by the Standard Bank of South Africa Limited from time to time plus 3%.
8. Co-curricular activities that attract a monthly charge will be reflected on a monthly statement of account that will be posted to us; should my/our fees payable for co-curricular activities be outstanding for two consecutive months, the student's attendance at these co-curricular activities will be terminated.
9. Should I/we wish to withdraw the student from the School at any time prior to expiration of the period set out in clause 1 ("early cancellation"), I/we shall be obliged to give at least 20 business days' written notice ("notice period") of such cancellation, which notice period shall be inclusive of school holidays, to the Headmaster/Headmistress.
- 9.1. Upon such early cancellation I/we shall be liable to the School for payment in respect of –
- 9.1.1. the fees owing to the School up to and including the last day of the notice period (calculated in accordance with the Fee Structure option elected); and
- 9.1.2. a cancellation penalty which is equal to –
- i. one term's fees (after deduction of fees payable during the notice period) if the notice is given in the first week of the student's proposed final term; or
- ii. if the notice is given later than the first week as aforesaid, the cancellation penalty shall be equal to the fees which would have been payable for the term in which the notice is given as well as for the ensuing term.
- 9.2. Payment in respect of clause 9.1 shall be calculated as follows:
- 9.2.1 where I/we selected the annual fee payment option, payment shall be calculated based on the term fee payment option;
- 9.2.2 where I/we have selected the term fee payment option, payment shall be calculated based on the term fee payment option;
- 9.2.3 where I/we have selected the monthly fee payment option, payment shall be calculated based on the monthly fee payment option;
- 9.3. all payments due in respect of clause 9.2 shall exclude any sibling discount.
- 9.4. We acknowledge that the cancellation penalty is reasonable in contemplation of the agreement enduring for its fixed term.
- 9.5. The student shall be entitled to remain at the School during the notice period and for the period in respect of which the cancellation penalty is calculated, subject to compliance with the remaining terms and conditions of this agreement.

## **FOREIGN STUDENTS**

10. If the student is not a South African citizen or a permanent resident of South Africa, I/we acknowledge that a valid study visa in the School's name is required in order to enrol and commence attendance at the School. I/we undertake to assist the School's appointed immigration consultant to ensure compliance throughout the duration of the student's enrolment at the School and I/we agree to the payment of the applicable annual levies.

## **MEDICAL CONDITIONS**

11. I/we undertake to timeously disclose to the School full details of any medical condition suffered by the student and/or in respect of which the student may be at risk.

## **IN LOCO PARENTIS**

12. The Headmaster/Headmistress is authorised and empowered to act in *loco parentis* (meaning in the legal place and stead of the student's guardian and/or parent) in respect of the student, when specific authority cannot reasonably be sought in time, including, but not limited to, for the giving of consent for any medical treatment or medical operation which in the opinion of the Headmaster/Headmistress is necessary and/or for the incurring of medical costs as a consequence thereof.

## **SCHOOL POLICIES**

13. I/we have read, understood, accept and agree to the terms and conditions of the *Discipline Code, Anti-Bullying Policy, Sport Codes of Conduct, School Guides, Traffic Policy, Cultural Code and Information and Communications Technology Acceptable Use Policy* codes of conduct enclosed herewith and the consequences for any behaviour constituting any breach thereof. I/We acknowledge and agree that I/we will be bound by the provisions of any other policy implemented by the School from time to time, which regulates attendance and behaviour at the School and/or required from the students, and any other matter deemed necessary or desirable by the School for the purposes of its administration. I/We agree to be bound thereby and by any substitution, modification or addition to any policy which the School may at its sole discretion bring into effect from time to time by giving written notice thereof.
14. Any alleged misconduct will be dealt with in accordance with the provisions of the *Discipline Code*, including but not limited to any breach of the *School's Discipline Code* and/or *Anti-Bullying Policy* and/or *Sport Codes of Conduct, Traffic Policy* and/or *Information and Communications Technology Acceptable Use Policy* codes of conduct, and any other policy implemented by the School from time to time which regulates attendance and behaviour at the School and/or required from the students, in which event no rebate of fees will be allowed should the student be found in contravention of the aforementioned policies.

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

15. I/we agree that, in the interest of the safety and well-being of the student body, the testing for use of drugs and/or mind-altering substances may be conducted randomly by the School from time to time (without prior notice to me/us) and for my/our cost, and either by the selection of one or more students or otherwise, should the Headmaster/Headmistress, in his/her discretion, deem it necessary for any reason.

### **PARENT SUPPORT**

16. I/we will support teachers in their educational endeavours and work co-operatively with the School in all areas regarding the student's education.
17. I/we acknowledge that it is a material term of this agreement that I/we will not conduct ourselves in such a way as to bring the School into disrepute and that, should we do so, the School shall be entitled to terminate this agreement, and the enrolment of the student at the School accordingly, upon the School giving us one term's written notice to such effect.
18. it is my/our responsibility to advise the School of any changes in family circumstances which may affect the life of the student at school and/or his/her abilities to properly undertake and complete his/her educational or extra-curricular activities or duties.

### **SCHOOL ACTIVITIES**

19. I/we consent to the student taking part in all the activities of the School, including extra-curricular activities such as games, sports, educational tours and excursions. However, while the School will take all reasonable precautions to ensure the safety and well-being of the student, these activities may be undertaken in environments that cannot be controlled or regulated by the School, and involve certain inherent risks which may include serious injury and death.

***The clauses below limit and exclude obligations, liabilities and legal responsibilities which the School and other persons may have towards the student, parents and/or guardians and limit their rights and remedies***

20. I/we acknowledge and agree that neither the School, its officers, staff, employees, nor any contractor formally engaged by the school to coach such sport (collectively "the Indemnified Persons"), shall be liable for any loss or damage of whatever nature (including but not limited to loss or damage to property, injury or death) and howsoever arising, including without limitation any loss or damage in connection with –
- 20.1. the student's attendance at the School; and/or
  - 20.2. participation in any activities of the School (including extra-curricular activities such as games, sports, educational tours and excursions); and/or
  - 20.3. the student's presence on the School premises; and/or
  - 20.4. arising during transportation of the student by or on behalf of the School, to or from another place).
21. Nothing contained in clause 20 above shall be deemed to exclude any loss, damage, injury or death arising directly or indirectly as a result of the wilful default or gross negligence of the

School or any person acting for or controlled by the School (for the purposes of this clause 21, a fellow student of the School shall not be deemed to be "controlled" by the School).

22. I/we have been advised to take adequate insurance to cover any loss or damage or injury or death for which the School or any other Indemnified Person is not liable pursuant to clause 20 above.

### **PROTECTION OF PERSONAL INFORMATION**

23. "Personal Information" as referred to in this agreement includes the following–
- 23.1. Identifying information, including information relating to the name, gender, marital status, national, ethnic or social origin, age, physical or mental health, well-being, disability, identity number and birth in respect of the parent/s and/or the student;
  - 23.2. Medical history in respect of the student;
  - 23.3. Financial history/credit worthiness in respect of the parent/s; and
  - 23.4. Contact details in respect of the parent/s and the student.
24. Where necessary for the School in order to maintain proper records and to perform its functions, by entering into this agreement, and unless I/we at any time instruct the School expressly and in writing to the contrary, I/we consent to the School collecting, storing and updating Personal Information about me/us and/or the student.
25. I/we consent to the School disseminating my/our names and/or contact details only to Reddford parents, Reddford staff or other responsible persons engaged or authorised by the School for school related purposes only, unless I/we instruct the School at any time in writing to the contrary.
26. I/we consent to the School providing a reference and supplying information, which may include Personal Information, in respect of the student to any educational institution that I/we propose the student may attend.
27. The School shall take -
- 27.1. reasonably practicable steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary; and
  - 27.2. appropriate measures to prevent loss of, damage to and/or unauthorised destruction of and unauthorised access to the Personal Information.
28. I/we hereby consent to the School using any still photograph and/or likeness, with or without the name, of the student and/or audiovisual footage in any printed material or other mediums, for the purposes of celebrating the School's or the student's activities, achievements or successes and for the marketing of the School.
29. I/we hereby consent to –
- 29.1 the School collecting, using and storing CCTV footage of the student; and
  - 29.2 the interception of communication (being visual images provided by the CCTV footage) by the School in accordance with the *CCTV Policy*.

### **DOMICILIUM**

30. I/we appoint my/our residential address stated above in the preamble as the address at which all notices may be given, and all legal process may be served. In the event that my/our residential address in the preamble is not completed, my/our residential address as completed in the Application for Admission shall serve as my/our domicilium. Any such notice shall, unless the contrary is proved, be deemed to have been received by me/us at the said address:
- (i) If it is delivered by hand, on the date on which it is so delivered; or
  - (ii) If it is delivered by telefax or email on the date of transmission thereof; or
  - (iii) If it is sent by prepaid registered mail, on the third day after it has been posted.
31. I/we will advise the administrator of the School in writing, of any changes in contact details or of my/our domicilium.

### **JURISDICTION**

32. I/we consent, in terms of Section 45 of the Magistrates' Court Act, 1944, to the non-exclusive jurisdiction of any Magistrate's Court having jurisdiction in terms of Section 28 of that Act, notwithstanding the fact that the value of the claim or the matter in dispute might otherwise exceed the jurisdiction of the Magistrate's Court.

### **BREACH**

33. Should the School have to take legal action pursuant to a breach of these Conditions, the School shall be entitled to recover from me/us all the School's legal costs incurred on the scale between attorney and own client including tracing fees and collection commission paid by the School to its attorneys.

### **GENERAL**

34. These Conditions do not purport to contain all of the terms and conditions on which the student is accepted as such at the School, and that the student's attendance at the School, and my/our obligations in respect thereof may be subject to other terms and conditions elsewhere recorded or otherwise agreed upon; notwithstanding the foregoing, however, no variation or amendment of the provisions contained in these Conditions shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the School and the parent/guardian.
35. Clause headings are for convenience only and are not to be used in the interpretation of this agreement.
36. I/We have read, understood, accepted and agreed to the terms and conditions above and of the *Payment Arrangement Form, Discipline Code, Anti-Bullying Policy, Sport Codes of Conduct, Cultural Code, School Guides, Reddford House Traffic Policy and Information and Communications Technology Acceptable Use Policy* enclosed herewith, and we acknowledge that we have been given sufficient opportunity to read and comprehend their provisions and that the fact, nature and effect of the provisions recorded above have been drawn to our attention.

---

SIGNATURE  
Parent/Guardian

---

DATE

---

SIGNATURE  
Parent/Guardian

---

DATE

---

SIGNATURE  
Student

---

DATE

---

SIGNATURE  
School

---

DATE