



OPTIM-ED LEARNING CENTRE

PARENT CONTRACT

PARENT / GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

The person/s whose details appear in Annexure "B", declare that he/she/they are the parent/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. These Policies are available on request from the School. It is important that you read and understand these Policies as they have important legal consequences for you. 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, which have also been highlighted and summarised for your benefit and which:

- 1. Limits the risk or liability of the School or a third party; and/or*
- 2. Creates risk or liability for you; and/or*
- 3. Requires you to indemnify the School or a third party; and/or*
- 4. Serves as an acknowledgment, 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. In the event of conflict between this contract and consumer protection law, your statutory consumer protection rights will prevail. Nothing in this document 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 and 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 to 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”. The term Child and Learner may also be used interchangeably;
- 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 **“Deposit”** means an amount of money paid by the Parent/s to the School, which the School may require to be increased from time to time as the Child progresses through the curriculum at the School in accordance with and in proportion to the increase in the fee scales applicable to the Child over the period in question, refundable upon the completion of the Child’s last day at the School, less any amounts that the School is legally entitled to recover as a result of such termination or other damage related to the breach of this contract. Any monies paid prior to commencement of this Contract, notwithstanding any prior reference to deposit, shall be taken to have been paid as a Registration Fee in accordance with the terms of this Contract and is therefore non-refundable.;
- 1.7 **“Registration Fee”** means the fee paid by the Parent/s 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 at the School and shall include all payments previously referred to as a deposit and made prior to commencement of this Contract;
- 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 Registration Fee;
 - 1.8.2 Development Levy;
 - 1.8.3 School Fees;

1.8.4 Additional Fees;

- 1.9 **“Head”** means the person appointed by 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 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; HIV Policy; Language Policy; Religious Policy; Medical Policy, 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 Optim-Ed Learning Centre.
- 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, Deposit or Additional Fees;
- 1.15 **“School Rules”** means the rules of the School, a copy of which is available on request and on the School’s website, which 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 Magistrates’ 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.

2. PREAMBLE

- 2.1 The School caters for learners with special educational needs which include, *inter alia*, Autism, Cerebral Palsy, Downs Syndrome and Generalised Developmental Disorders.
- 2.2 The School caters for children between the ages of 1 – 18 years.

- 2.3 The curriculum is based on the School's own design and is subject to change from time to time as circumstances dictate. There are no grades and learners are grouped according to the Heads discretion.
- 2.4 The School does not offer a formal qualification and no certificate will be issued by the School.

3. GENERAL OBLIGATIONS OF THE SCHOOL

- 3.1 *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 therefor 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.***
- 3.2 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 3.1, 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.***
- 3.3 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.
- 3.4 We shall monitor your Child's progress at the School and produce regular reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose any learning disability or other condition; a formal assessment can be arranged either by you or by the School at your expense.

4. DISCLAIMERS

- 4.1 ***You acknowledge that the School does not take any 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 physical possession of that property and damage occurs to that property either because-***

- 4.1.1 the School or its staff treated the property as their own; or
- 4.1.2 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.

The clause above contains an acknowledgment of fact by you. Please read this clause carefully and ensure that the statement made is correct, as you will not be able to deny the truth of such statement.

- 4.2 ***You consent to your Child participating, under proper supervision, both in and outside the School, in activities, unless, in the case of physical activities, you expressly notify us in writing to the contrary and other activities 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 for any gross negligence on the part of the School, its employees or agents, the School is not responsible for any loss or damage resulting from such sports, activities or programmes and you indemnify the School against any claims in that regard.***

The clause above (i) limits and excludes obligations, liabilities and legal responsibilities which the School may have towards you or your Child; and (ii) limits and excludes you and your Child's rights and remedies and places various risk, liabilities, assumptions and legal responsibilities on you. It also contains assumptions of risk and/or liability by you, as the School and/or other persons may have claims against you, and you may be liable to the School and/or other persons for additional amounts.

5. PARENTS GENERAL OBLIGATIONS

- 5.1 ***You will inform the School in writing, prior to admission and enrolment, of any special educational needs of your Child known to you.***

- 5.2 *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; ensure that your Child meets all of his obligations in terms of participating in and attending all aspects of the integrated day; and attend meetings and otherwise keep in touch with the School where your Child's interests require you to do so.*
- 5.3 *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 to affect the progress of your Child or another child (or other children) at the School or the well-being of the School staff or to bring the School into disrepute.*
- 5.4 *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 either immediately and without notice, or at a specified date that is shorter than the full term, with or without notice in any form, as is reasonable under the circumstances. The School will not be required to give you a full term's written notice under these circumstances. Should the Head exercise this right, your Deposit will be forfeited. However, any prepaid fees will be refunded to you.*
- 5.5 *The School Rules set out examples of offences likely to be punished 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 such action.*

6. **POLICIES OF THE SCHOOL**

- 6.1 *You declare that you have read and understood the Policies of the School as adopted and published by the School from time to time and agree to abide by these Policies. The School undertakes to make electronic copies of all policies available on request and free of charge. The Policies are also available on the School's website address, www.optim-ed.co.za/about/about-optim-ed.asp and by clicking on the Policy tab.*
- 6.2 *You undertake to comply with all rules and regulations of the School and acknowledge that it is your responsibility to make yourself familiar with the policies.*
- 6.3 *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 you Child obeys all school rules and policies where they apply to the Child.*

The clause above contains an acknowledgment of fact by you. Please read this clause carefully and ensure that the statement made is correct, as you will not be able to deny the truth of such statement.

7. ACCEPTANCE AND DEPOSIT

- 7.1 *An offer of a place for a Child at the School is provisionally accepted by you signing this Contract and by paying the Deposit and/or the Registration Fee as the case may be. This offer of acceptance will become final on our written acceptance following a 10 day classroom observation, during which the School will perform a baseline assessment which will be conducted by the Head.*
- 7.2 *If, subsequent to entering into this Contract, your Child does not take up a place at the School (save for by reason of death or long term hospitalisation) you will not be refunded the Deposit. The Deposit will be kept by the School as a reasonable cancellation fee for your Child's withdrawal.*
- 7.3 *If your Child does take up a place with the School, the deposit will form part of the general funds of the School. The School will be entitled to treat the interest generated from such deposit as income for the School. The deposit*

will be refunded to you, without interest, on your Child leaving the school, or, at the School's discretion, credited to you, without interest, for the final payment of any moneys lawfully due by you to the School, on your Child leaving.

8. PAYMENT OF FEES

8.1 *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. If you are unclear about any of your financial obligations, the School will on request provide a written explanation. Any Fee or other moneys owing by you to the School not paid on or before the due date 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 cancellation costs, as contemplated by the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.*

The clause above contains an acknowledgment of fact by you. Please read this clause carefully and ensure that the statement made is correct, as you will not be able to deny the truth of such statement.

8.2 *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 8.1. You and/or the Third Party acknowledges that the Additional Goods/Services are not unsolicited, within the meaning of the Consumer Protection Act or otherwise and that you have expressly accepted Additional Goods/Services.*

- 8.3 *You and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. 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. Any such Additional Fees will be added to the School account, which will be payable by the end of each term. The School will not accept any up-front cash payments for the payment of the Additional Amounts.*
- 8.4 *You confirm that a certificate signed by the bursar, business manager or Head showing the amount owing by you or the Third Party to the School shall be rebuttable proof that the said amount is dues, 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 due and/or payable.*
- 8.5 *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 of any amounts which are owing and may at any time become owing to the School by the Third Party.*
- 8.6 *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.*

The clause above contains an acknowledgment of fact by you. Please read this clause carefully and ensure that the statement made is correct, as you will not be able to deny the truth of such statement.

- 8.7 *You are entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay school fees annually, termly 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. In the event of you electing to pay the school fees annually and any discount being applied by the*

School for such annual payment, the discount shall be forfeited if the Child leaves prior to the end of the school year. i.e. You will be liable for the full amount of the School Fees in terms of this Contract.

- 8.8 The Head may at his/her absolute discretion offer a Child a bursary for fees and/or a discount for fees due to personal circumstances. This may be withdrawn by the Head at his/her absolute discretion upon 7 days written notice.*
- 8.9 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 the interest generated from such funds as income for the School.*
- 8.10 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 months calendar notice of any increase in the fees due for a particular term. You have the 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 9.2 will apply, and you will be required to provide a full term's notice or pay a term's fees in lieu of notice.*

9. PROTECTION OF PERSONAL INFORMATION

- 9.1 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:*
- 9.1.1 collect, store and process credit information about you and any Third Party or divorced or separated Parent responsible for payment of any or all amounts comprised in the Fees;*
- 9.1.2 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 for 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.

- 9.1.3 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;*
- 9.1.4 supply information and a reference in respect of your Child to any educational institution when 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 statements of fact contained, in any reference or report given by us; and*

<p><i>The clause above limits and excludes obligations, liabilities and legal responsibilities which the School may have towards you or your Child.</i></p>

- 9.1.5 inform any other school or educational institution to which you propose to send your Child of any outstanding fees.*
- 9.2 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.*

10. TERMINATION AND NOTICE REQUIREMENTS

- 10.1. For the avoidance of doubt, this Contract will terminate when you Child completes the School's curriculum, unless otherwise terminated on the terms of this Contract. This Contract therefore has an indefinite term.*
- 10.2 You have the right to cancel this Contract at any time, for any reason, provided that you give the School a full term's notice, in writing, of this intention before the withdrawal of the Child from the School. Alternatively, a*

full term's fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee taking into account the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should you have elected to pay the annual school fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

10.3 The School also has the right to cancel this Contract at any time, for any reason, provided that it gives you a full term's notice, in writing, of its decision to terminate this Contract. At the end of the term in question, you will be required to withdraw the Child from the School, and the School will refund to you the amount of any fees pre-paid for a period after the end of the term less anything owing to the School by you.

10.4 This is without prejudice to the School's other remedies: the School may cancel this Contract immediately and has no obligation to return any Deposit or pre-paid fees 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 twenty (20) business days of a notice from the School requiring you to remedy the breach, and in addition it may claim payment of all moneys then owing and damages equal to one term's fees (as calculated at any time of cancellation) taking into account the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid fees and refunding to you any excess above such damages.

10.5 For purposes of this Contract, a material breach is considered to exist where you or your Child) as the case may be –

10.5.1 fail to uphold the Policies and/or Rules of the School;

10.5.2 fail to meet your obligations in terms of the compulsory participation in all aspects of the integrated day;

10.5.3 fail to pay any Fees when due;

10.5.4 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

10.5.5 act in such a way that you or your Child become seriously and unreasonably uncooperative with the School and in the opinion of the Head, your 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. ALTERNATIVE DISPUTE RESOLUTION

- 11.1 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 or others within fifteen days.*
- 11.2 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 South Africa ("AFSA") or its successor or body nominated in writing by it in its stead.*
- 11.3 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 Johannesburg under the then current rules for expedited arbitration of AFSA.*
- 11.4 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.*
- 11.5 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect if the Contract terminates, is nullified, or cancelled for any reason.*

12. **GENERAL**

12.1 *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.*

12.2 *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.*

12.3 *You undertake to advise the School in writing of any changes to the details included in this Contract.*

12.3 *The School may amend this Contract or any portion thereof by providing you with 7 days written notice of its intention to do so. You will be required to sign for each such amendment.*

13. **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 Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 11.

14. **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 may at its discretion consider this declaration and Contract to be null and void if this document is altered in any way.

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 this ____ day of _____ 20 ____

PARENT/GUARDIAN

SIGNED at _____ on this ____ day of _____ 20 ____

PARENT/GUARDIAN

ANNEXURE A1: DETAILS OF THE CHILD

	Name and Surname	Gender (M/F)	Age	ID Number
Child 1				
Child 2				
Child 3				

Child 4				
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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 Annexures 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 THE PARENT/GUARDIAN

	Name and Surname	ID Number	Address
Parent 1			
Parent 2			
Parent 3			
Parent 4			