ST STITHIANS COLLEGE

STANDARD TERMS AND CONDITIONS FOR STUDENT ENROLMENT 2027 ACADEMIC YEAR

1. Executive Summary

1.1. The parents or legal guardians[1] are required, annually, to agree and to conclude these Standard Terms and Conditions for Student Enrolment (the, this or these '***Ts & Cs***'), for each child enrolled at St Stithians College ('the College') for the 2027 Academic Year. The ***Ts & Cs***[2] must be agreed to and submitted together with the **Parent Declaration Form**[3] and the Student Enrolment Form[4] by 4 December 2026.

1.2. Once the College has agreed to enrol the child as a **Student**[5], the **Parent**[6] acknowledges, accepts and agrees that the **Agreement**[7] between the parties is governed by: a) the ***Ts & Cs***; b) the Student Enrolment Form; c) the Parent Declaration Form; d) the Debtors Procedure; e) the Annual Fees Booklet; f) the Undertaking to Pay; g) the Student Code of Conduct; h) the Parent Code of Conduct; i) the indemnities[8] and all additional indemnities signed in respect of specific activities or events; and j) all other Policies, Procedures and Rules approved, amended or revised by the **College** from time to time. Collectively, these record the expectations, duties, obligations and responsibilities, respectively, of the **College**, the **Parent** and the **Student**, hereinafter referred to as '**the Agreement**'[7], and record the respective rights, duties and responsibilities of the **College**, the **Parent** and the **Student**.

1.3. Before accepting the **Agreement**, the **Parent** must familiarise themselves with the documents forming part of it, including but not limited to the Student Code of Conduct and the Parent Code of Conduct. The **College** has made these documents available for reading, downloading and retention, before acceptance. A **Parent** who cannot access a document must request a copy from the **College** before accepting the **Agreement**.

1.4. By signing or electronically accepting the **Agreement**, the **Parent** confirms that they have been given access to, and a reasonable opportunity to read and understand, the documents forming part of it, and agrees to be bound by them. The **Parent** also undertakes to explain the provisions applicable to the **Student** in a manner appropriate to the Student's age and understanding.

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[1] Hereinafter referred to as 'Parent' as defined in 2.29
[2] As defined in 2.43
[3] As defined in 2.30
[4] As defined in 2.41
[5] As defined in 2.40
[6] As defined in 2.29
[7] The term "**Agreement**" is also defined in 2.4
[8] This is a reference to the indemnity contained in clause 10 and 11 of the **Ts & Cs**, and any indemnities signed after the **Ts & Cs**, for specific events

1.5. Changes to policies, procedures and rules:

1.5.1. The **College** may make reasonable amendments to its codes of conduct, policies, procedures and rules where necessary for the proper administration of the College, educational requirements, safety, discipline or compliance with the law.

1.5.2. The **College** will notify the **Parent** in writing via the official College communication channels, of any such amendment. The notification will identify the amendment, provide access to the revised document and specify its effective date.

1.5.3. The **Parent** must familiarise themselves with new, revised or amended versions and explain any relevant changes to the **Student**.

1.6. This **Agreement** is the entire contract between the parties on its content and no variation of this contract shall be valid unless it is in writing and signed by both parties.

The Parent undertakes in light of the provisions of 1.2 to regularly visit the Whole School App, The **Ed-admin Multi-Portal Mobile App and the College website** at www.stithian.com and to familiarise themselves with all of the documents referred to above, including all the Policies, Procedures and Rules of the College including any new, revised or amended versions thereof.

2. Definitions

The following definitions bear the meanings assigned to them in these ***Ts & Cs*** and in all the documents that form part of **the Agreement** between the parties:

2.1. "**Academic Year**" means the academic year of the **College**, which runs concurrently with the calendar year of 2027;

2.2. "**Additional Amounts**" means those amounts payable for the **Additional Goods** and / or **Services**, **Fund Surcharges** as well as **Non-resident Fee Deposit**, as set out in the ***Ts & Cs***, the **Annual Fees Booklet** or as determined by the **College** from time to time;

2.3. "**Additional Goods** or **Services**" means those goods and services and the related costs that may, from time to time, be provided to or be for the benefit of the **Student**, as set out in the **Annual Fees Booklet**, and / or as otherwise determined by the **College** from time to time, to provide adequately for the education and related activities and **Services** provided to the **Student**, including the costs where necessary of extra-curricular activities or special educational needs;

2.4. "**Agreement**" or "**the Agreement**" means the ***Ts & Cs*** and any annexures or schedules thereto, as well as the **Student Enrolment Form**, the **Parent Declaration Form**, **Debtors Procedure, Annual Fees Booklet**, Undertaking to Pay, the Student Code of Conduct, the Parent Code of Conduct, the indemnities and any other **Policies, Procedures** and **Rules** of the **College**, as approved, amended or revised from time to time;

2.5. "**Ancillary Services**" means all **Services** rendered by the **College** excluding the **Core Services**;

2.6. "**Annual Fees Booklet**" is a guideline to the **Fees** and **Additional Amounts** for the relevant **Academic Year**;

2.7. "**Arbitration**" means the procedure in which a dispute is submitted, by agreement of the parties, to one or more arbitrators who make a binding decision on the dispute;

2.8. "**Arbitration Act**" means Arbitration Act 42 of 1965, as amended from time to time, and its regulations;

2.9. "**Capital Development Fee**" means the annual non-refundable amount, forming part of **Fees**, payable by the **Parent** towards the **College's** capital development costs;

2.10. "**College**" means St Stithians College and consists of a number of schools for boys and girls, from Grade RRR to Grade 12;

2.11. "**Core Services**" means the educational and academic **Services** provided by the **College**;

2.12. "**Council**" means the decision-making body that has the overarching responsibility for the operational management of the **College**;

2.13. "**Credit Bureau**" means an organisation required to apply for registration as such in terms of the NCA and offers its services to the public, and when accepting, compiling, analysing, modifying or reporting any credit information or record;

2.14. "**Days**" or "**Business Days**" shall mean any day other than a Saturday, Sunday or public holiday; and when any particular number of days are prescribed it shall be determined by excluding the first and including the last day;

2.15. "**Debtors Procedure**" means the document to standardise the procedure for the collection of outstanding amounts on the **Student Fee Account** to ensure an effective and clear administrative process;

2.16. "**Default Arrangement Fee**" means the tuition **Fees** payable by the **Parent** in advance to the **College**, as required and stipulated by the **College** (in the letter of offer of enrolment, a letter of demand issued, a breach letter or as agreed to by the **Parent** in a signed acknowledgement of debt and undertaking to pay/payment plan), as a result of a poor financial clearance certificate or poor payment history. The amount is payable in full by 1 November towards the next **Academic Year**. A standardised, risk-based framework determines the value of the Default Arrangement Fee to ensure **Specific Financial Conditions** are consistent, transparent and aligned with actual annual payment behaviour;

2.17. "**Ed-admin Multi-Portal Mobile App (**the **Ed-admin App)**", means the password-protected, mobile device application that allows **Parents** access to **Student** and **Parent** specific information, progress reports, fee statements, update **Student** information, etc.

2.18. "**Entrance Fee**" is the non-refundable fee payable on acceptance of each new **Student** to the **College**;

2.19. "**Extraordinary Event**" or "**Force Majeure**" means any pandemic, epidemic, other viruses or illnesses that carry the danger of widespread transmission, fire, flood, earthquake, other elements of nature such as an act of God, riots, civil disorders, rebellions, or any other cause beyond the reasonable control of the **College**, including the effect or impact of legislation, regulations or directives issued by the Government or any of its national, provincial or local departments, that temporarily impacts on the **College's** ability to provide the **Core Services** and or the **Ancillary Services** in the normal course (such as at the **College's** premises, in classes or by physical attendance or interaction);

2.20. "**Fees**", "**School Fees**" or "**Annual Fees**" means those annual monetary fees payable for the **Student's** enrolment at the **College**, the annual **Capital Development Fee,** as well as any other charges for the provision of the **Core Services** and the **Ancillary Services**, as set out in the **Annual Fees Booklet** for the relevant year. Where necessary, a distinction is drawn in these ***Ts & Cs*** between the **Fees** and the **Additional Amounts** owing because they are billed separately;

2.21. "**Foreigner**" means an individual who is not a citizen, as defined by the Immigration Act 13 of 2002;

2.22. "**Fund Surcharges**" means nominal charges applied for the benefit of raising funds for the **College** and other legitimate charitable causes as set out in the **Annual Fees Booklet** or otherwise determined within the reasonable discretion of the **College**;

2.23. "**Head**" means the person appointed as being **Head** of any one of the St Stithians College Schools;

2.24. **"Indemnity"** or **"Indemnities"** means the indemnity agreed to in clauses 10 and 11 of these ***Ts & Cs***, and any indemnities signed after the ***Ts & Cs***, for specific events;

2.25. "**ISASA**" means Independent Schools Association of Southern Africa;

2.26. "**Mobile Payment Application**" means application that empowers the Parent to make payments of specifically communicated **Additional Goods** or **Services** via a third-party system;

2.27. **"NCA"** means the National Credit Act, 34 of 2005, as amended from time to time, and its regulations;

2.28. "**Temporary Resident Fee Deposit**" means an advance refundable deposit equivalent to one third of the annual fees applicable to Temporary Resident **Parents** and **Students**;

2.29. "**Parent**" shall include: -

2.29.1. the biological or adoptive parent/s or legal guardian/s of a **Student** attending the **College**;

2.29.2. the biological or adoptive parent/s or legal guardian/s of a **Student** enrolled, but not yet attending the **College**;

2.29.3. the person legally entitled to custody or guardianship of a **Student**, to the exclusion of the biological or adoptive parent;

2.30. "**Parent Declaration Form**" or "**Parent Declaration**" means the formal declaration completed annually by the **Parent** as part of the **College's** annual enrolment process, through which the **Parent** accepts **the Agreement**, confirms their intention to enrol the child or children for the relevant **Academic Year** and confirms the name/s of the student/s who is/are enrolled;

2.31. "**Prescribed Rate of Interest Act**" means the Prescribed Rate of Interest Act 55 of 1975, as amended from time to time;

2.32. "**POPIA**" means the Protection of Personal Information Act, 4 of 2013, as amended from time to time, and its regulations;

2.33. "**Policies**" and "**Procedures**" means the documents which determine the governance and operational features of the **College** as approved and adopted by the St Stithians College Council and or the College Executive;

2.34. "**Rector**" means the Chief Executive Officer of the **College**, with the authority to override decisions made by the **Head**;

2.35. "**Refunds**" means the amounts to be charged and refunded upon termination of this **Agreement** and the stipulated notice periods as set out in the **Annual Fees Booklet**;

2.36. "**Rules**" means the rules and regulations of the **College**, as approved, amended or revised from time to time;

2.37. "**School Hours**" means the times as published by any one of the St Stithians College Schools, during the **Academic Year**;

2.38. "**Services**" means the **Core** and **Ancillary Services** rendered by the **College**;

2.39. **"Specific Financial Condition(s)"** means the mandatory payment requirements or restrictions imposed on an account once it falls into a defined risk category under the **Default Arrangement Fee** framework**.**

2.40. "**Student**" means –

2.40.1. the child whose name appears on the **Student Enrolment Form** and whose **Parent** wishes them to be enrolled in and educated at the **College**; or

2.40.2. the child, who pursuant to an enrolment process, has been enrolled in and is being educated at the **College**;

2.41. "**Student Enrolment Form**" is the enrolment document completed during the admissions process, and on the **Ed-admin App under "Re-enrol"** that confirms the name of the child who is enrolled;

2.42. "**Student Fee Account**" is the **Student's** account with the school which reflects the partial debt to the **College** in consequence of the **Student's** enrolment and the provision of **Services. Mobile Payment Application** will reflect the balance of the outstanding debt to the **College** in consequence of the provision of services;

2.43. "***Ts & Cs***" means this document, which is otherwise known as the Standard Terms and Conditions for Student Enrolment and is part of **the Agreement** between the **College** and the **Parent**;

2.44. "**Term**" means a term of the academic school year which is usually a period of approximately 4 (four) months, as guided by **ISASA's** recommendations and determined by the College Executive;

2.45. "**Third Party**" shall mean the person or entity chosen to be responsible for the payment of a **Student Fee Account** on behalf of the **Parent**, and with whom the **College** will enter into a separate agreement, and is sometimes referred to as the "fee payer";

2.46. "**Trustee**" shall mean the individual person or member of the St Stithians College Endowment Fund Trust, who is given control or powers of administration of property in trust with a legal obligation to administer it solely for the purposes specified.

2.47. **"St Stithians College Whole School App**" or "**Whole School App**" is the **College's** official digital communication and engagement platform, providing parents and staff with a single, secure, and integrated point of access to important school information, communications, calendars, resources, documents, updates, notices, forms, policies, procedures, rules, and services across the St Stithians community.

3. Interpretation

3.1. In the ***Ts & Cs*** -

3.1.1. clause headings are for convenience only and are not to be used in its interpretation;

3.1.2. an expression which denotes –

3.1.2.1. any gender includes all gender identities;

3.1.2.2. a natural person includes a juristic person, and a juristic person includes a natural person; and

3.1.2.3. the singular includes the plural, and the plural includes the singular.

3.2. Any reference in the ***Ts & Cs*** to –

3.2.1. "person" means any person, company, close corporation, trust, partnership, body corporate or other entity whether having separate legal personality or not;

3.2.2. the words "include" and "including" mean "include without limitation" and "including without limitation" and the use thereof does not limit the meaning of any words preceding it;

3.2.3. “ECTA” means the Electronic Communications and Transactions Act 25 of 2002;

3.2.4. “Electronically Accepting / Signing” means to accept and agree by any way of electronic communication as specified and dealt with in ECTA.

4. Important Notice

4.1. By electronically accepting the ***Ts & Cs*** via the **Parent Declaration**, or, by exception, signing a hardcopy, the **Parent** agrees to the terms and conditions contained in this document, as well as the terms and conditions contained in all the other documents that form part of **the Agreement**. If there is any provision in the ***Ts & Cs*** (or in any of the other documents that constitute **the Agreement**) that is not fully understood, the **Parent** undertakes to ask for an explanation from the **Head** or Head of Finance before accepting the ***Ts & Cs*** and the documents that form part of **the Agreement**.

4.2. The **Parent** acknowledges and accepts that the ***Ts & Cs*** contain certain terms and conditions which:

4.2.1. may limit the risk and or liability of the **College** or the **Parent**;

4.2.2. may create risk and or liability for the **Student** and the **Parent**;

4.2.3. may compel the **Student** and the **Parent** to indemnify the **College**, the **Council**, the **Trustees** and their respective officials, representatives, agents, invitees and employees; and

4.2.4. serves as an acknowledgement by the **Student** and the **Parent** of a fact.

4.3. Nothing in the ***Ts & Cs*** is intended to unlawfully restrict, limit or avoid any rights or obligations, as the case may be, created for either the **Student**, the **Parent**, or the **College** in terms of legislation.

4.4. By signing the ***Ts & Cs***, the **Parent** agrees that the **College** may:

4.4.1. in terms of clause 14 collect, store and process the **Parent's** personal information, as well as the personal information of the **Student** over whom the **Parent** exercises parental control, for the purposes of providing the **Services**, **Additional Goods and Services** and or **Fund Surcharges**, or for any other purpose that may be communicated to the **Parent** from time to time, in writing;

4.4.2. submit **Student Fee Account** payment information to a **Credit Bureau**, in order to assist the **College** in the collection of **Fees** and outstanding debts and to inform the **Credit Bureau** of the payment patterns of the **Parent** / fee payer;

4.4.3. submit **Student Fee Account** payment information to an **automated debtors collection service**, in order to assist the **College** in the collection of **Fees** and outstanding debts.

4.4.4. submit **Student Fee Account** payment information to a **Mobile Payment Application** in order to assist the **College** in the collection of **Fees** and outstanding debts.

4.4.5. be entitled to waive compliance with the requirement that the Agreement be signed by more than one of the Parents.

5. General

5.1. The ***Ts & Cs***, together with the documents that constitute **the Agreement** govern the contractual relationship between the parties, regarding the provision of the **Services**, and neither party shall be bound by any terms, undertaking, representation or warranty not expressly recorded herein. The **College** reserves the right to approve new **Policies**, **Procedures** and **Rules**, and to amend or revise existing **Policies**, **Procedures** and **Rules** in its sole and absolute discretion, for the efficient administration and operation of the **College**, provided that these are reduced to writing, accepted by the **Rector**, and **Parents** are notified thereof as soon as possible via the official College communication channels.

5.2. For the sake of clarity, the ***Ts & Cs*** regulate the initial registration and the annual enrolment of the **Student** to the **College** and the relationship between the **College**, the **Student**, and the **Parent**, once the **Student** is admitted and enrolled with the **College**. Subject to 5.5, nothing in the ***Ts & Cs*** should be interpreted as a representation or warranty made by the **College** that a **Student** will be admitted to or enrolled with the **College**.

5.3. An electronic copy of the ***Ts & Cs*** , alternatively, a copy of the ***Ts & Cs*** and the documents that constitute **the Agreement** may be inspected at the **College** at all reasonable times.

5.4. Each term and condition contained in the ***Ts & Cs*** is separate from the other terms and conditions in the sense that if any one of them is determined to be illegal and unenforceable, it will simply be disregarded and be of no force and effect, but the ***Ts & Cs*** will otherwise remain valid.

5.5. The admission, enrolment or re-admission of **Students** to the **College** is at the discretion of the **Head** who may refuse a **Student's** admission, or enrolment to the **College**, without giving reasons therefor, and who may grant temporary or provisional enrolment to the **College**, subject to such further terms and conditions which the **Head** may impose. The **Head** may, at their sole discretion, cancel admission, or enrolment, even after receipt of the **Entrance Fee** and/or **Fees**. In such an event the **Parent** may appeal to the **Rector** to review the decision in terms of the **College's** process.

5.6. No indulgence, leniency or extension of time by either party to the other, of the other party's obligations in terms of the ***Ts & Cs*** will be deemed a waiver of that party's right to enforce any obligations in terms of hereof.

5.7. The **Parent** acknowledges and confirms having read the ***Ts & Cs***, and the documents that constitute **the Agreement** between the parties, and agrees to be bound by all such terms and conditions.

6. Commencement and Duration

6.1. The ***Ts & Cs*** will be of force and effect only for the specified **Academic Year** and may only be renewed annually thereafter in the manner contemplated in 6.4.

6.2. The **College** will not offer annual re-enrolment if any **Fees** and **Additional Amounts** are owing for the previous **Academic Year**.

6.3. The **College** will not offer annual re-enrolment where a **Default Arrangement Fee** is required and not paid in full by 1 November for the applicable year of re-enrolment.

6.4. The **College** shall, not more than 80 (eighty) days and not less than 40 (forty) days prior to the end of the year and the termination of the ***Ts & Cs***, notify the **Parent** in writing of:

6.4.1. the fact that the ***Ts & Cs*** and consequently **the Agreement** between the parties will expire on the stipulated expiry date for the current year;

6.4.2. any revision of the ***Ts & Cs*** or of any documents that constitute **the Agreement**, if it is renewed for a further period or permitted to continue beyond the expiry date; and

6.4.3. the **College's** requirement that **Parents** conclude and electronically accept the ***Ts & Cs*** during the annual re-enrolment process, or by signing a hardcopy, to confirm enrolment for the forthcoming **Academic Year** by 4 December 2026. Enrolment is not completed until the **Parents** conclude and agree to the ***Ts & Cs*** and consequently **the Agreement**.

6.5. The notification in terms of 6.4, will not be given where the **Student** is in Grade 12 or where the **Parent** has given notice to the **College** that the **Student** will not be attending the **College** the next **Academic Year**.

6.6. Where a **Student** applies for enrolment during the **Academic Year**, **Parents** must conclude and electronically agree to the ***Ts & Cs* ,** or by exception signing a hardcopy, before the **Student** may commence attending class.

6.7. Without the conclusion and signature of the ***Ts & Cs***, the **College** reserves the right not to confirm the admission and enrolment of a **Student** at the **College**.

7. Goods and Services

7.1. The **Parent** accepts that the **College** will, in terms of the ***Ts & Cs***:

7.1.1. provide the **Core Services** and any **Ancillary Services** to the **Student** and the **Parent**; or

7.1.2. in the circumstances of an **Extra-ordinary Event**, use its best endeavours to provide most of the **Core Services** (and if possible, some of the **Ancillary Services**) through alternative platforms.

7.2. The **Parent** accordingly accepts liability for payment of all the **Fees** relating to the provision of the **Services,** as set out in the **Annual Fees Booklet,** even in the circumstances of an **Extra-ordinary Event**, and any **Additional Amounts** which include but are not limited to:

7.2.1. the **Fees** for the **Additional Goods** and **Services**, the **Fund Surcharges** and any other **Additional Amounts**, as set out in the **Annual Fees Booklet** in respect of which the **Parents** will receive prior notice in good time;

7.2.2. the **Capital Development Fee** and the **Non-resident Fee Deposit**, as well as the payment of the **Fund Surcharges** for the charitable benefit of the applicable beneficiaries.

7.3. The **Parent** accepts that the **Additional Amounts** are not unsolicited, are within the meaning of the **CPA** or otherwise, and that they have expressly accepted such **Additional Amounts** and are liable for payment thereof.

7.4. The **Parent** accepts the refund procedure for **Fees** and **Additional Amounts**, as stipulated in the **Annual Fees Booklet**.

8. Liability and Payment of Fees

8.1. The **Annual Fees**, including any additions and increases, will be set out in the **Annual Fees Booklet** and communicated to **Parents** in advance.

8.2. Upon the conclusion and acceptance of the ***Ts & Cs,*** and completion of the annual enrolment process**,** for the applicable year of enrolment, **Parents** are jointly and severally liable for the payment of the **Annual Fees**.

8.3. Should the Annual Enrolment contract not agreed by all of the Parents, it shall not effect or limit the liability of those Parents on whose behalf it was signed.

Election of payment, non-payment and mode of payment

Where the **Default Arrangement Fee** is not applicable, the following provisions apply:

8.4. Payment of **Fees** and **Additional Amounts** charged to **Student Fee Account or Mobile Payment Application**, is to be made as described in the **Annual Fees Booklet** and **Debtors Procedure**, and as reflected in the **Student Fee Account or Mobile Payment Application**.

8.5. The **Parent** is entitled to elect to settle the annual liability towards **Fees** by either an annual or on a monthly payment basis.

8.5.1. If an annual payment selection is made the **Fees** will be due and payable by no later than 31 January for the forthcoming year. **Additional Amounts** charged to the **Student Fee Account** are due and payable upon presentation of the monthly statement;

8.5.2. If a monthly payment selection is made, payment of **Fees** charged to the **Student Fee Account** will be made in 10 (ten) equal payments and will be due and payable in advance from 1 January to 1 October of that year. **Additional Amounts** charged to the **Student Fee Account** are due and payable upon presentation of the monthly statement.

8.6. The **Parents** agree that **Fees** paid in advance will be invested by the **College** and held in accordance with the **CPA**, but that the College will be entitled to treat the interest generated from such funds as income.

8.7. Any default on a payment at any time within the **Academic Year**, will result in all the **Annual Fees** becoming immediately due and payable in full.

8.8. The **Parent** acknowledges that if any monthly amount on the **Student Fee Account**, or any amount which is payable, is not paid on the due date, the outstanding balance of the **Annual Fees** and **Additional Amounts** will immediately become due and payable in full.

8.9. Without detracting from the generality of the aforegoing, the **Parent** specifically agrees that if they do not comply with their obligations to make payment of **Fees** timeously:

8.9.1. the **College** will be entitled to institute legal process against the Parent for the recovery of the **Annual Fees** together with an order of costs on Attorney and Client scale;

8.9.2. the provisions of 8.9.1 above, will survive the termination of the **Agreement** and any consent provided to the College for the collection of outstanding balances of the Annual Fees and Additional Amounts.

8.9.3. the **Student's** participation in the **Services** will be suspended until payment of outstanding fees is made;

8.9.4. the **Student** will not be enrolled at the **College** for the next **Academic Year**;

8.9.5. the **College** may elect not to proceed with formal litigation but refer this matter for **Arbitration**. The **Parent** therefore agrees and gives consent that any dispute, difference in opinion or claim based on a liquid document or for a liquidated amount in money, and which stems from this **Agreement**, be resolved through the process of arbitration and submitted to the "South African Chamber of Arbitration" (the Chamber) for arbitration. The **Parent** understands that an arbiter will be appointed to resolve the dispute, difference in opinion or claim and that the rules of the Chamber will apply. The **Parent** takes note that the rules are available for inspection on the website of the Chamber, namely www.arbitrationsa.co.za. and acknowledges that any judgment/order passed by the Chamber is final and binding on all parties. No party has the right to appeal against the judgment and the parties agree that the judgment/order may be ratified and enforced by any court with jurisdiction;

8.9.6. the provisions of this arbitration clause are severable from the rest of this **Agreement** and shall remain in effect even if this **Agreement** is terminated for any reason;

8.9.7. none of the above will prevent the **College** to rather institute legal action in any South African Court with jurisdiction.

8.10. Annual payment of **Fees** may be made by, but not limited to, EFT, Secure Payment Link (bank charges will apply) or cash deposit at a bank.

8.11. **Fees** paid monthly must be settled by debit order; no alternative payment arrangements will be accepted unless formally approved through escalation and authorised solely by the discretion of the Head of Finance.

8.12. The **College** will not accept any cash payments for the payment of any **Fees** and **Additional Amounts**.

8.13. Some payment methods may incur settlement costs which will be added to the **Student Fee Account**.

8.14. The **College** may from time to time amend the payment arrangements, either through amendment of the **Debtors Procedure** or the **Annual Fees Booklet**.

Details of the Fees and Additional Amounts

8.15. An itemised breakdown of the **Parent's** projected financial obligations for the specified **Academic Year** is contained in the **Annual Fees Booklet**. If **Parents** are unclear about any of their financial obligations, they may ask the Head of Finance to explain the relevant obligation.

8.16. **Fund Surcharges** are nominal charges applied for the benefit of raising funds for the **College** and other legitimate charitable causes supported by the **College**. Every reasonable attempt has been made to try and identify the **Fund Surcharges** in the **Annual Fees Booklet**. Notwithstanding the fact that the **Parent** expressly agrees to the payment of the **Fund Surcharges**, they may elect not to make payment for a specific Fund Surcharge. In such an event, they must notify the office of the Head of Finance of their decision, in writing and within 7 (seven) days of any Fund Surcharge becoming payable.

8.17. Any such applicable **Fees** and **Additional Amounts** may be added to the **Student Fee Account** and the **Parent** will be liable to pay these upon presentation of the monthly

statement. **Additional Amounts** may be billed via the **Mobile Payment Application** and the **Parent** will be liable to pay these by the due date communicated in the **Mobile Payment Application** collection notice.

8.18. The **Parent** confirms that any statement from the **College** showing the amount owing by the **Parent** to the **College** in respect of the **Annual Fees** and outstanding amounts on the payment application shall be prima facie proof that the said amount is due, owing and payable. Where the quantum of the **College's** claim is thereafter disputed, the **Parent** on the one hand, or the **College** on the other hand, may approach the Chief Operating Officer (COO**)**, who shall act as an expert and not as an arbitrator to resolve the dispute. The COO must consider any representations made from all parties to the dispute (with the **Parent** bearing the onus in this regard) in arriving at a finding as to the amount owed to the **College**, which finding must be made within a reasonable time and be final and binding on the parties.

8.19. The **Council** shall determine **Fees** and **Additional Amounts** from time to time, and the **Parent** shall be bound by any such change in the **Fees** if the change is made prior to the charging to the **Student Fee Account** or the **Mobile Payment Application.**

8.20. Advance notice of any adjustment will be given to the **Parent**.

8.21. Where the **Student** is enrolled into, or withdrawn from the **College** during the **Academic Year**, any necessary pro-rata adjustments will be processed by the **College** to the **Student Fee Account**. The service is rendered per school day but billed and collected over 10 (ten) months or annually in advance.

Interest and other charges

8.22. All arrear amounts, processed by the **College** to the **Student Fee Account,** will attract interest according to the **Prescribed Rate of Interest Act 55 of 1975**, from the date of default.

8.23. In addition to interest, the **College** will be entitled to recover from the **Parent** any default administration costs and or collection costs, including legal costs on an Attorney and Client scale together with collection commission to the extent permitted by law.

Role of the Third Party

8.24. In the event that the **Parent** appoints a third party for the payment of the **Fees** and **Additional Amounts**, the **College** will enter into a separate **Agreement** with the **Parent** and the **Third Party**, in terms of which and amongst other things:

8.24.1. the **Parent** and the **Third Party** will be jointly and severally liable for the payment of the **Annual Fees** and **Additional Amounts** owing to the **College** in respect of the **Student**;

8.24.2. the **Parent** and the **Third Party** accept that any statement issued in terms of 8.18 (read with 8.19) above shall be binding upon them in any action brought against any or all of them for outstanding **Annual Fees** and **Additional Amounts**.

Obligation to provide relevant information

8.25. The **Parent** undertakes to notify the **College** in writing of any divorce action, mediation, or any legal proceedings between the **Parents**, or settlement thereof, and to provide

copies thereof, although none thereof will impact the payment of **Fees** and **Additional Amounts** in any way, as stated throughout the ***Ts & Cs***.

Credit or affordability checks

8.26. The **Parent** authorises the **College** or their agent to perform:

8.26.1. any credit enquiries as deemed necessary. This includes such enquiries upon completion of the online application form;

8.26.2. weekly submission of **Student Fee Account** payment data to a **Credit Bureau and Automated Debtors Collection Service**.

8.27. The **College** has the right to request the **Parent** to complete an affordability check as deemed necessary.

General

8.28. No indulgence, or the granting of additional time by the **College** for the payment of the **Fees**, **Additional Amounts** or any outstanding balance as reflected in the statement issued in terms of point 8.18, will constitute a waiver of its rights under these ***Ts & Cs*** or otherwise.

9. Termination of the Agreement

9.1. The **Parent** agrees to give the **Head** of the relevant school 4 (four) months' advance written notice of their intention to terminate **the Agreement** or to withdraw a **Student** from the **College**, without incurring any cancellation fee.

9.2. The provisions of 9.1, will survive the annual termination of the **Agreement**.

9.3. In the event of non-compliance with the notice period in 9.1, the Parent understands and accepts that they will be liable for a cancellation fee equal to the value of one third of the Student's **Annual Fees**, which the parent agrees is a reasonable fee in inter alia the following circumstances –

9.3.1. they had agreed to enrol the **Student** for a full year, and for that purpose the College had made arrangements and incurred costs on their behalf for rendering the **Services** for the year;

9.3.2. the requirement of advance notice of termination is reasonable and necessary in the circumstances;

9.3.3. the early termination of the Agreement places the College in a difficult predicament, as it is almost impossible to replace the Student, with another during the course of an academic year, especially for the purposes of mitigating its costs;

9.3.4. any termination of the Agreement less than the period referred to in 9.1, will reasonably incur a cancellation fee equivalent to one third of the Student's **Annual Fees**, or as otherwise determined at the sole discretion of the **Head**, and only upon proper motivation for an exception to this rule including if the Student was replaced between the time of receiving the cancellation notice and the student leaving the College.

9.4. The College will charge a cancellation fee for any cancellation of boarding without written notice

9.4.1. 6 (six) weeks' advance written notice of their intention to withdraw the **Student** from boarding only;

9.4.2. 4 (four) months' advance written notice of their intention to withdraw the **Student** from boarding and from the **College**.

9.5. In the event of early termination of the Agreement, and without prejudice to its other remedies, the **College** will claim payment of all monies owing and, depending on the circumstances, an amount equivalent to

9.5.1. one third of the annual tuition fee if the Student is withdrawn from the College;

9.5.2. 6 (six) weeks of the annual boarding fee if the **Student** is withdrawn from boarding;

9.5.3. one third of the annual boarding **Fee** if the **Student** is withdrawn from boarding and the **College**;

Or as otherwise determined at the sole discretion of the **Head**, and only upon proper motivation for an exception to this rule of the **College.**

9.6. Further cancellation **Fees** may also apply for, music and aftercare where the required notice period is not met, as stipulated in the **Annual Fees Booklet**. This will be processed on the **Student Fee Account**.

10. Indemnity and Liability

10.1. The **Parent** indemnifies the **College**, **Council**, **Trustees** and their officials, representatives, agents, invitees and employees (collectively referred to as 'affiliates') from all liability in consequence of any injury or loss sustained by the **Parent** or the **Student** on account of any act or omission by the **College** or its affiliates, save where such injury or loss is directly or indirectly attributable to the wilful or gross negligence of the **College** or any of its affiliates.

10.2. The **Parent** indemnifies the **College** and the *affiliates* against all liability for any injury and or loss sustained by the **College** and or any other person on account of any act or omission by the **Student** or the **Parent**, and the **Parent** accepts full liability and responsibility for any such act or omission by the **Student** or the **Parent**.

10.3. Despite anything to the contrary contained in these ***Ts & Cs***, the **College** will not be liable to the **Parent**, the **Student** or the **Third Party** for any losses which are a result of any default or delay in the performance of its obligations in terms hereof, if such default or delay is caused, directly or indirectly, by an Extra-ordinary Event.

10.4. The **Parent** accepts that this indemnity, release or waiver of claims referred to in the preceding paragraphs applies to all of the College's activities, including specific events, camps, sporting events, outdoor activities, indoor activities, local or international trips, innovative experiences such as but not limited to the use of innovative technology including baby drones, model aircrafts or light bee wing drones, or any other experiences, that involve elements of risk or possible injury. Despite its general applicability, the College may require and the Parent agrees to conclude additional indemnity agreements to deal with specific events and activities.

10.5. The **Parent** may not transfer any of their obligations in terms of these ***Ts & Cs*** or **the Agreement** to another party, without the prior consent of the **College**.

10.6. The **Heads'** will stand in *loco parentis* (meaning, in the place of a **Parent**), as inferred by the law, for all **Students** in the respective schools. This is of immense importance in the case of sudden illness or accident.

10.7. By electronically accepting or signing this document, the **Parent** of boarders empowers the **Head** or their representative to act on the **Parent's** behalf in all emergencies.

10.8. The **Parent** accepts responsibility for any medical expenses incurred or agrees to reimburse the **College** for any medical expenses paid on behalf of the **Parent**.

10.9. The **Parent** accepts that the **College** may require **Parents** to consider and conclude additional indemnity agreements to deal with the attendance or participation in specific events, camps, sporting events, outdoor activities, trips or experiences that involve elements of risk or possible injury.

11. Disclaimers

11.1. The **Parent acknowledges** that the **College** does not take any responsibility for any theft or loss of, or damage or destruction[9] ('loss or damage') to any property of whatever nature (including school clothing, sporting equipment, books, electronic equipment or any other personal possessions) brought onto the **College** premises by the **Student** or **Parent**, unless; the **College** 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.

11.2. Unless the **Parent** expressly notifies the **College** in writing to the contrary, the **Parent** consents to the **Student**:

a) participating, under supervision, both in and outside the **College**, in sports and other activities (including outdoor education activities) which may entail some risk of injury; and

b) travelling to and participating in the **College** activities and programmes outside the **College** campus. Subject to the **College** taking reasonable care to avoid harm and save for any gross negligence on the part of the **College**, its officials, employees, representatives or agents, the **College** is not responsible for loss, injury or damage resulting from such sports, travel, activities or programmes and the **Parent** (on behalf of themselves and the **Student**) indemnifies the **College** against any claims in this regard.

11.3. The **Parent** of a **Student** participating in any school-sanctioned activity must ensure that the **College** has their latest contact details and that they will, at all times be available on their contact number during such activity in case the **Student** needs emergency medical care. In the event that the **Parent** is not contactable in these circumstances, the provisions of 10.6 will apply.

[9] For convenience, the terms "loss or damage" is used to refer collective to any theft, loss, and or destruction to property

12. Parent's General Obligations

12.1. For the **College** to be able to fulfil its obligations, the **College** needs the co-operation of the **Parent**. Without detracting from any specific obligations contained herein or in **the Agreement**, the **Parent** undertakes to:

a) fulfil their own obligations under these ***Ts & Cs***;
b) encourage the **Student** in their studies;
c) ensure that the **Student** is not absent from the **College**;
d) give appropriate support at home;
e) keep the **College** informed of matters which pertain to the **Student**;
f) maintain a courteous and constructive relationship with **College** staff;
g) attend meetings and
h) otherwise keep in touch with the **College** where the **Student's** interests require the **Parent** to do so.

The **Parent**:

12.1.1. declares that they have read and understood these ***Ts & Cs*** and the documents that constitute **the Agreement**;

12.1.2. undertake to regularly visit the **Whole School App, Ed-admin Ap and College web page** to view, read and become familiar with any new, amended or revised **Policies**, **Procedures** or **Rules** of the **College**, as adopted and published by the **College** from time to time;

12.1.3. undertake to ensure compliance with these ***Ts & Cs*** and all of the documents that comprise **the Agreement**, including all the **Policies**, **Procedures** and **Rules** of the **College** by the **Student** in so far as it affects them, including but not limited to: the Code of Conduct, the Disciplinary Procedure Policy, and other **Policies**, **Procedures** and **Rules** applicable to **Student**s from time to time.

12.2. The **Parent** acknowledges that they are responsible for the **Student**, whether on the premises of the **College** or not, before or after the notified starting or finishing times of any school activity, event and function and that the **Parent** will ensure that the **Student** complies with all **College Policies**, **Procedures** and **Rules** where applicable.

12.3. The **Head** may in their discretion require the **Parent** to remove the **Student**, or may suspend the **Student**, if the **Parent's** behaviour is in the reasonable opinion of the **Head**, so unreasonable as to affect, or likely affect, the progress of the **Student** or another **Student** (or other **Students**) at the **College**, or the well-being of the **College** staff, or to bring the **College** into disrepute.

12.4. In the event that a **Student** is suspended or expelled, the **Parent** will be asked to remove the **Student** either immediately upon telephonic or written notice, or at a specified date, with or without notice in any form, as is reasonable under the circumstances. During a period of suspension, there will be no refund of any **Fees** and **Additional Amounts**, and no obligation to assist the **Student** to comply with any requirements that emanate from the provision of the **Services**.

13. Foreign Students: immigration information and continued enrolment

13.1. The College's detailed requirements and process for the admission and continued enrolment of a Student who is a Foreigner, including the documents to be provided and the steps to be followed, are set out in the College's Admission Procedure for Foreigners.

13.2. The College's Admission Procedure for Foreigners forms part of the Agreement, and the Parent is encouraged to read it carefully before accepting the Ts & Cs. The Procedure is available on request from the Admissions department.

14. Protection of Personal Information

14.1. The **College** confirms that it will comply with its legal obligations in respect of the protection of personal information. In accordance with section 18 of **POPIA**, the **College** informs the **Parent**, the **Student** and the **Third Party**, if any, of the following:

14.1.1. The **College** collects personal information of the **Student**, the **Parent** and the **Third Party**, if any, as set out in these ***Ts & Cs*** and in the documents that comprise **the Agreement**.

14.1.2. The personal information is collected:

14.1.2.1. directly from the **Student**, the **Parent** and the **Third Party**, as well as any personal information that is submitted through and recorded on the **Ed-admin App**;

14.1.2.2. through agents who perform credit checks on the **Parent,** which are authorised by the **Parent**;

14.1.2.3. through requests from the **College**, and in terms of their obligations that emanate from these ***Ts & Cs***, which require the **Parent**, **Student** and **Third Party**, to update their personal information held by the **College**, as and when the personal information may need to be updated through the **Ed-admin App**;

14.1.3. The personal information includes:

14.1.3.1. the personal details of the **Student**, the **Parent** and the **Third Party**, including their name, date of birth, identity number, physical or other addresses, religious affiliation, philosophical beliefs, race or ethnic origin, gender, employment information, responsible medical practitioners and health information;

14.1.3.2. the credit information and payment behaviour of the **Parent** and the **Third Party**;

14.1.3.3. photographs or broadcast material, with or without the name of the **Student**, the **Parent** or the **Third Party** in **College** publications, including social media, or in media releases to celebrate the **College's** or the

Student's activities, achievements or successes. Such photographs or broadcast material to include activities related to the **Services** at the **College**, at external events, and at home.

14.1.4. The personal information is collected for the purposes of:

14.1.4.1. compiling and maintaining an archive for the **College**;

14.1.4.2. providing the **Services** or as may be legally required by the **College**, or as may be contemplated in the documents that constitute **the Agreement**, or in the legitimate interests of the **College**, the **Parent**, the **Student** or the **Third Party**;

14.1.4.3. publication in marketing and communications materials, including school magazines, books, brochures, newsletters, the Website, **Ed-admin App, Whole School App** or otherwise;

14.1.4.4. recording and providing relevant information to government agencies;

14.1.4.5. providing information and references for **Students** to universities and potential employers, and to other similar third parties in accordance with any specific consent which will be required by the data subject in each instance;

14.1.4.6. providing it to other **Parents**, staff, **Students** or responsible persons engaged or authorised by the **College** for College-related purposes subject to specific consent obtained therefor in accordance with the POPIA consent document to the extent required for the purpose of managing relationships between the **College**, **Parent**s, and current **Students** as well as providing references and communicating with the body of former **Students**;

14.1.4.7. complying with its obligations in terms of, amongst others, the South African Schools Act, 84 of 1996, the National Education Policy Act, 27 of 1996 and the Children's Act, 38 of 2005;

14.1.4.8. providing the **Services** or as may be legally required by the **College** or in the legitimate interests of the **College**, **Parent**, **Student** or **Third Party**;

14.1.4.9. submission of school **Student Fee Account** payment information to a **Credit Bureau** and third party for administration of debt collection for the pursuance or protection of the **College's** legitimate interests;

14.1.4.10. submission of **Student** and **Parent** information to a third party so that medical information can be accessed quickly and remotely as needed in the case of an emergency;

14.1.4.11. submission of **Student** and **Parent** information to a third party to facilitate **Parents'** access to educational industry goods and services. This

processing is conducted in the legitimate interests of the **Parent**, the **Student**, or the **Third Party**, but strictly to the extent necessary for the third party to discharge their contractual obligations to the **College**, **Student**, and **Parent**.

14.1.5. The personal information is or will be stored at one or more of the following:

14.1.5.1. on the computer system, which is backed up to an onsite or off-site server;

14.1.5.2. on a secure off-site cloud server, which may be situated in another country with sufficient safeguard;

14.1.5.3. in hard copy in the offices located at the **College**;

14.1.5.4. an offsite other storage facility.

14.2. The **Parent** (in their own capacity and on behalf of the **Student**) and the **Third Party** consent and agree that:

14.2.1. the **College** may collect, store and process the personal information described in 14.1.3, for the purposes indicated in 14.1.4, and if at any stage the **Parent** or the **Third Party** no longer consents to such collection, storage or processing, they will inform the COO in writing;

14.2.2. they may, at any time, give written notice to the **Head of School** revoking their consent to the collection, storage or processing of their personal information in terms hereof, and depending on the terms of the revocation and its effect on the provision of the **Services**, the **College** may amongst other things, invoke its contractual remedies where appropriate.

14.3. General provisions relating to the collection, storage and processing of the personal information:

14.3.1. The **College** will:

14.3.1.1. ensure that the personal information relating to a **Student** that is processed or provided in terms of clauses 14.1.3 and 14.1.4 is accurate and any opinion given on their ability, aptitude and character is fair. However, the **College** cannot be held liable for any loss the **Parent** or the **Student** is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the **College**;

14.3.1.2. secure the integrity and confidentiality of the personal information in its possession and under its control;

14.3.1.3. insofar as is practicable, cease the use or processing of the personal information it holds in respect of the **Parent**, **Student**, or **Third Party** on receipt of the express written instruction to the COO from the **Parent** (in their capacity or on behalf of the **Student**) or the **Third Party** to cease such

use. It is specifically recorded that notwithstanding an instruction to cease the processing of personal information, the **College** may continue to use the personal information (for example, to fulfil the **College's** legal obligations);

14.3.1.4. retain the personal information it holds in respect of the **Student**, **Parent** or **Third Party** for no longer than is necessary whilst complying with its legal obligations generally and in respect of the retention of personal information and records;

14.3.1.5. destroy or de-identify all personal information it holds in respect of the **Student**, **Parent** or **Third Party** once it is no longer necessary for the **College** to retain such personal information; and

14.3.1.6. inform the **Parent**, **Student** or **Third Party** should there be reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised party and to take all further steps required in terms of law.

14.4. Provisions of 14 above, will survive the termination of the **Agreement** and any consent provided to the **College** for the processing of Personal Information will remain in force.

15. Breach

15.1. In the event of any breach of these ***Ts & Cs***, or **the Agreement** by the **Parent** or the **Student**:

15.1.1. the **Rector, COO**, **Heads** or Head of Finance shall, upon 10 (ten) **Business Days**' notice to the **Parent**, and after the **Parent's** failure to remedy the breach within the 10 (ten) **Business Days**' notice (if such breach is capable of remedy), be entitled to declare the **Student's** admission and enrolment cancelled, and to prohibit the **Student** from further attendance at the **College** from a specified date; and

15.1.2. the **College** shall be entitled to take legal action for the recovery of all outstanding money due to the **College**, including legal fees on an Attorney and Client scale, subject to the provisions of 15.2 below.

15.2. For purposes of **the Agreement**, a material breach will exist where the **Parent** and or **Student**:

15.2.1. fail to comply with the ***Ts & Cs***, the other documents that comprise **the Agreement**, including the **Policies**, **Procedures** and **Rules** of the **College**;

15.2.2. fail to pay any **Fees** and **Additional Amounts** when due;

15.2.3. fail to fulfil all legal requirements necessary for the **Student** to attend school in South Africa, such as for example, the failure to obtain a valid study permit for a foreign citizen; or

15.2.4. act in such a way that the **Parent** or the **Student** becomes seriously and unreasonably uncooperative with the **College** and in the opinion of the Head of School, the **Parent's** or the **Student's** behaviour negatively affects the **Student's** or other **Students'** interests or progress at the **College**, the well-being of **College** staff, or brings the **College** into disrepute.

15.3. The remedies stipulated herein shall not be exhaustive and shall be in addition and without prejudice to any other or further remedies available in law.

16. Domicile

16.1. The **Parent** chooses their email address for the service of all notices, processes and other communications. All legal documents such as summons, may be served at the address appearing on the **Ed-admin App**.

16.2. The **College** must be notified of any change to the **Parent's** chosen address via the **Ed-admin App.** Such notification must be provided no more than 14 (fourteen) days after such change.

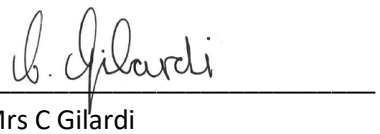
17. Applicable Law and Dispute Resolution

17.1. The **Agreement** shall be subject to the **College's** mediation process in the event of any dispute arising between the **Parent**, the **Student**, the **Third Party** and or the **College**.

17.2. The **Agreement** shall be subject to the laws of the Republic of South Africa.

17.3. In the event of any action being instituted by the **College** against the **Parent** for any reason or for any amount due in terms of the **Agreement** and being successful with such action the **Parent** and the **Third Party** hereby agree to pay the **College's** legal fees on an Attorney and Client scale, including collection commission, tracing fees and the like.

Signed in Sandton on this 29 October 2026.



Mrs C Gilardi
Rector of St Stithians College

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