



MOORE HOUSE

- A C A D E M Y -

Tel: 083 677 8830; Email: amber@moorehouse.co.za
3 Bultfontein Farm, Middel Road, Lanseria

CONTRACT OF AGREEMENT

Amber Moore of MOORE HOUSE ACADEMY

(hereinafter referred to as "MHA")

with

I/We the undersigned:

Mr: _____

(hereinafter referred to as "I/We" or "Parents")

Mrs: _____

(hereinafter referred to as "I/We" or "Parents")

do hereby accept enrolment at MHA of the under mentioned pupil and agree to be bound by the terms of this agreement.

Learner's Full Name: _____

(hereinafter referred to as "Learner" or "Our child")

1. Enrolment Conditions:

I/We agree to the following terms and conditions:

- 1.1. I/We undertake to provide our child with the regulation school uniform and to ensure that it is worn by him/her at all times.
- 1.2. I/We also undertake to provide our child with all the reasonable and appropriate equipment as requested by the school from time to time.
- 1.3. I/We also undertake to abide by the MHA School Policy, Code of Conduct and Anti Bullying Policy.

2. Fees:

- 2.1. I/We hereby acknowledge, upon acceptance of the offer of a place at MHA, the full non-refundable **registration fee** of R5 760 (Five thousand seven hundred and sixty rand) and an **administration fee** of R300 (Three hundred rand) will be payable by ourselves within 1 week of the offer to confirm placement.
- 2.2. I/We hereby acknowledge that our child will be allowed to attend MHA once registration, administration and tutor fees have been received.
- 2.3. I/We hereby acknowledge that a separate account will be issued for the **examination fee** to write the NSC for all grade 11 learners who successfully pass. This fee must be paid before 31 March in the year they write their Grade 12 NSC examinations.
- 2.4. I/We hereby acknowledge, an annual **reregistration fee** will be required. This reregistration fee is required for registration with the assessment body, maintenance and upgrades to the MHA facilities as determined by the head of MHA. The reregistration process is required to secure your child's placement in MHA for the following year which is not otherwise assured. Successful reregistration is dependent on 3 (three) factors listed below.
 - 2.4.1. Payment history with MHA.
 - 2.4.2. Student's results (dependent on effort from student).
 - 2.4.3. Student's behaviour.

3. Fees and Additional Owing:

- 3.1. I/We agree to pay the MHA fees and any other charges as mentioned by the Headmistress from time to time.
- 3.2. The signatories acknowledge that they are separately liable for the full and timeous payment of MHA **Tutor Fees** as set out annually by the Head of MHA.
- 3.3. I/We accept and agree that I/we shall be liable for all costs involved in collection fees of all overdue amounts; this includes but is not limited to attorney fees. An invoice/statement from MHA shall be sufficient proof of my/our indebtedness to MHA. **R250** (Two hundred and fifty rand) penalty fee will be included should payments be received after the 3rd of each month.
- 3.4. I/We accept and agree that failure to pay the MHA Tutor fees will result in suspension of the pupil from school from the 4th of each month until fees are paid in full.

4. Notice:

- 4.1. Upon signature of this contract, a clear school term's (as per MHA school dates) written notice of withdrawal must be given to the Head, if the parent wishes to terminate this contract for any reason. If such notice is not given in the first week of the term, at the rate applicable for the next term in which the pupil would have attended, shall be paid in lieu thereof. Likewise if MHA elects, for any reason to terminate this contract, then it may do so, on giving a parent a clear school term's notice of its decision to terminate the contract at the end of the term in question, at which time the parent must withdraw the pupil. This excludes any disciplinary action initiated.

5. Absenteeism:

- 5.1. It is the parent's duty to ensure that the pupil attends school regularly. If the pupil is absent more than 10 consecutive or non-consecutive days in a term, without a medical certificate. MHA will not be held responsible for the student failing the term. All work missed is the sole responsibility of the student to catch up and extra lessons will be charged for at R250 an hour.

6. Failures

- 6.1. All assistance is provided to learners in the form of attention in class (small class environment) as well as extra lessons (when requested). If however this has not been utilised correctly and the learner continues in failing to apply themselves and fails (according to the department of education's regulations) more than two terms per annum it is expected that the parent provides external tuition at their own cost to ensure the learner stays abreast of the curriculum content.

7. Breach:

- 7.1. I/We acknowledge that should I/we breach any terms of this contract and fail to remedy such breach upon receipt of a letter addressing the matter pertaining to the breach be remedied within seven days receiving written notice requiring such remedy, MHA shall be entitled, without prejudice, to its other rights in law, to withhold the issue of MHA statement of results for the pupil and that I/We shall forthwith refrain from sending the pupil to MHA.

8. Whole Contract:

- 8.1. This contract constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any express or tacit term not recorded herein. This contract supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subjects matter thereof.

9. Acceptance:

- 9.1. Acceptance of the enrolment application by MHA constitutes a binding contract where the parent is aware of the legal status of the centre and that no legal responsibility can be passed over to MHA for the learner.
- 9.2. Both parents are required to sign this contract. In the event of a deceased parent, or a parent out of the country, an addendum will be required. **Kindly initial each page of this contract.**

10. Variations:

- 10.1. No amendments or alterations to this contract shall be enforceable unless agreed to in writing and signed specifically by both parties and myself/ourselves.

11. Supporting Mandatory Documentation Required: (Due with signed contract of agreement)

- 11.1. Copies of both parents/legal guardian identity documents
- Copy of rates/telephone account from within the last 3 months as proof of address
- Copy of learner's birth certificate

12. Domicilium and Notices:

- 12.1. The parties choose their respective addresses ('domicilium') for all purposes relating to this contract, including the giving of any notice, the payment of any sum, the serving of any process, as follows –

MOORE HOUSE ACADEMY

3 Bultfontein Farm

Middel Road

Lanseria

1748

Email Address: amber@moorehouse.co.za

Your current residential address:

Telephone Number: _____

Email Address: _____

- 12.2. Both parties shall be entitled (from time to time), by giving 14 (fourteen) days written notice to the other to vary its physical domicilium to any other physical address (NOT being a Post Box) within the Republic of South Africa, to vary its postal domicilium to any other postal address within the Republic of South Africa and to vary its email domicilium to any email address.
- 12.3. Any notice given or payment made by any party to another (addressee) which is
 - 12.3.1. Delivered by hand between the hours of 08h00 and 15h00 on any business day to the addressee's physical domicilium for the time being shall be deemed to have received by the addressee at the time of delivery.
 - 12.3.2. Posted by pre-paid registered post to the addressee's postal domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the 7th day after the date of posting.
- 12.4. Any notice given by any party to another which is successfully transmitted by email to the addressee's email domicilium for the time being shall be deemed (unless the contrary is proved by the addressee) to have been received by the addressee on the day immediately succeeding date of successful transmission thereof.

- 12.5. This clause shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the addressee other than by a method referred to in this clause.
- 12.6. Any notice in terms of or in connection with this contract shall be valid and effective only if in writing and if deemed to be received by the addressee.

THUS DONE AND SIGNED AT _____

on the _____ day of _____.

SIGNATURE: _____

Mother/Father/Guardian/Trust Responsible for the payment of MHA Fees

Full Name of Mother / Father / Guardian / Trust

THUS DONE AND SIGNED AT _____

on the _____ day of _____.

SIGNATURE: _____

Mother / Father / Guardian / Trust

Full Name of Mother / Father / Guardian / Trust

THUS DONE AND SIGNED AT _____

on the _____ day of _____.

SIGNATURE: _____

For and on behalf of MHA Fees

Amber Moore

Full Name of MHA Representative