



MOORE HOUSE

- A C A D E M Y -

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

STATEMENT OF AGREEMENT 2022

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/Guardians")

Mrs: _____

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

do hereby accept registration 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 that the completion of the registration forms creates a binding SLA agreement between the parent/guardian and Moore House Academy, here after referred to as MHA. All terms and conditions in the accompanying registration form and the application for an instalment period is binding by signing the SLA by all relevant parties.
- 1.2. I/We hereby acknowledge that the registration procedure will be delayed should the full registration document not be completed satisfactorily.
- 1.3. I/We acknowledge and agree that the final responsibility for the education and training of our/my child(ren) remains with myself/us as parent(s) and that MHA is a provider of products and services to aid and support myself/us in educating my/our child(ren).
- 1.4. I/We hereby acknowledge that registration with MHA is not a registration with the Department of Education. Any learner registered from grade 8 – 9 must be registered my myself/us with the Department of Education as per the schools act amendment bill 2017.
- 1.5. I/We understand that this SLA must be accompanied by a certified copy of the Account Holder's identity document before any products or services will be rendered.

- 1.6. I/We understand and agree that this SLA must be accompanied with proof of payment of either the full amount or the deposit with a signed registration form clearly dictating a monthly or termly payment option before any products or services will be rendered.
- 1.7. I/We understand and agree that a report must accompany all registrations and that if a registration for grade 12 is requested the grade 10 and grade 11 reports are provided before any products or services may be rendered.
- 1.8. Successful registration grants the parent and learner access to the assessments via the online portal, as directed by the CAPS documents, as the year progresses. The assessments are released at the discretion of MHA as per the annual breakdown provided for each subject per grade.
- 1.9. Furthermore I/We agree to thoroughly check and verify the online platform access and subjects listed by MHA immediately and to notify MHA within five (10) days of any variances between the registration forms and the subjects provided. All discrepancies reported after (10) days will be at my/our own expense.
- 1.10. I/We acknowledge and agree that MHA's products and services remain the property of MHA as long as payments are due and balances are owing.
- 1.11. I/We acknowledge and agree that all assessments will be completed in the presence of a registered invigilator who is not related to the learner. The learner accepts that should they be found committing plagiarism or cheating they will forfeit their marks for that assessment.
- 1.12. I/We acknowledge and agree that the assessments are for the registered learners only and may not be used for another learner.
- 1.13. I/We confirm hereby that I/we take full responsibility for the grade choice, subject choices and subject combinations as signed according to the registration document.
- 1.14. I/We adhere to all the relevant submission deadlines, portfolio requirements, year programme, scheduled tests and examination dates, rules and external moderation minimum requirements and standards
- 1.15. I/We agree and understand that failure to comply with paragraph 1.14 may have a negative impact on my child(ren)'s academic progress and could result in a grade being repeated.
- 1.16. I/We agree that the submission of all documentation will be at my expense and will take into consideration the required time frame to ensure that all documentation is received by MHA by the due dates.
- 1.17. I/We agree to uphold the integrity of MHA and the authenticity of the curriculum and the competition of the grade by ensuring all tests, examinations and marking is done honestly, that the invigilation of the test and examinations is in accordance with the regulations issued by MHA and UMALUSI and that my/our child(ren) will not have access to the memorandums whatsoever.
- 1.18. I/We agree to read all correspondence received from MHA thoroughly and take note of changes of important dates or instructions that may appear from time to time.
- 1.19. All the assessment material is the property of MHA and not that of any student, parent or guardian and that the students and parent/guardian undertakes to not disclose, share, forward, copy or transmit any of MHA material unless and express written permission is obtained beforehand. Breach of this clause is a material breach and will entitle MHA to claim damages thereof and is accepted by myself/ourselves without dispute or argument.
- 1.20. I/We agree and understand that the responsibility of the portfolio of evidence remains with me/us and I/we will ensure that all deadlines and requirements are met and laid down by MHA, SACAI and UMALUSI.
- 1.21. I hereby acknowledge that should I/we choose to enlist the use of a tutor centre, learning centre, home-school, etc. that I take full responsibility to ensure that the teaching/tutoring and SBA management is in the best interest of my child(ren).

- 1.22. I/We understand that MHA does not accredit tutor centres, home schools, learning centres and has no affiliation with centres beside academic support.

2. Fees:

- 2.1. I/We hereby acknowledge that by signing this SLA, I/we undertake to pay MHA according to the agreed upon contracted amount according to the settlement information stated above and in accordance with the terms and conditions applicable for monthly and termly instalment plan documented.
- 2.2. I/We hereby acknowledge that my/fees are to be settled annually by the 1st November each year or as indicated on the invoice.
- 2.3. I/We understand that a re-registration or a new learner registrations for the following year within the same family will not be considered by MHA unless the previous year's account is settled in full.
- 2.4. I/We acknowledge and agree that Grade 12 Candidate packages will be purchased before 28 February of the year in which the candidate will write the NSC examination and that the SACAI Exam Placement fee will be paid on or before 1 September of the same year.
- 2.5. I/We hereby acknowledge that the matric certificate is issued by UMALUSI.
- 2.6. I/We hereby acknowledge that a separate invoice will be issued for the SACAI exam placement fee to write the Grade 12 National Senior Certificate no later the 1 August and is payable by 1 September.
- 2.7. I/We hereby agree and acknowledge that and subject changes requested will incur additional charges and will be invoiced additionally. I/We agree that the purchasing of the new books will be at my/our expense.
- 2.8. I/We hereby agree and are aware that certain subjects have additional expenses and products required that are not supplied by MHA such as computer software and hardware, drafting sets, equipment for experiments or projects and that I/we will endeavour to provide them at my/our own expense.
- 2.9. I/We are aware that MHA and their subject advisors are not responsible for day to day teaching.
- 2.10. I/We hereby acknowledge and agree to providing information to MHA about the additional services enlisted, such as a tutor centre, for MHA to provide service and after sales service to the client.

3. Fees and Additional Owning:

- 3.1. The signatories acknowledge that they are separately liable for the full and timeous payment of the MHA fees and SACAI related fees.
- 3.2. 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.
- 3.3. I/We accept and agree that failure to pay the MHA fees will result in suspension of the learner from the portal and withholding of the reports and they will not be allowed to utilise any assessments or obtain the credit for said assessments while their account is suspended.

4. Notice:

- 4.1. Deregistration from MHA must be completed in writing on a deregistration form which must be emailed to MHA at info@moorehouse.co.za. Acknowledgement must have been received for deregistration from MHA no less than two weeks before the new term commences to avoid being invoiced. All monies received is non-refundable.

5. Breach:

5.1. 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.

6. Whole Contract:

6.1. 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.

7. Variations:

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

8. Domicilium and Notices:

8.1. 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: info@moorehouse.co.za

Your current residential address:

Telephone Number: _____

Email Address: _____

8.2. 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.

8.3. 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.

9. Consent

9.1. I/We consent to and authorises Moore House Academy, to:

- 9.1.1. Contact, request and obtain information at any time from the supplier, services or credit provider or potential credit provider or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor; and
- 9.1.2. Provide information and the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the consumer / debtor to any registered credit bureau or to any supplier, service of credit provider (or potential credit provider) seeking a trade reference regarding the consumer’s/debtor’s dealings with the supplier, service and/or credit provider.
- 9.1.3. Decline the application for payment terms should receipt of negative information be found without prejudice.

10. POPIA

The purpose of the Protection of Personal Information Act, Act No4 of 2013 is to protect the personal data of all persons and further outlines how institutions should safe guard, collect, process, store, share, and manage this information.

- 10.1.1. We/I hereby acknowledges that MHA may disclose my/our personal personal information to service providers who are involved in the delivery of products and services to me/us.
- 10.1.2. We/I hereby acknowledge and agrees that MHA may have a duty to disclose my/our information in accordance with the law.

We are legally required to provide adequate protection for your personal information that we have on record and to prevent unauthorised access and use of same. We ill on and ongoing basis, continue to review our security controls and related processes to ensure that your personal information remains secure.

Kindly initial each page of this contract.

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