WEMBLEY COLLEGE ENROLMENT CONTRACT

PARENT DECLARATION AND CONTRACT OF ENROLMENT

The rights and obligations contained in this Contract are binding and must be carried out in order for the Scholar to be successfully enrolled and retained at the School.

IMPORTANT NOTICE:

The Parent agrees to (a) the terms and conditions contained in this document, and (b) ensuring that the Parent and the Scholar comply with any terms and conditions contained in the Policies, which shall form part of this Contract. If there is any provision in this Contract that the Parent does not fully understand, the Parent is obliged to ask for an explanation before signing.

This Contract contains clauses which appear in similar text style to this notice and which:

- **may limit the risk or liability of the School or a third party; and/or**
- **may create risk or liability for the Parent; and/or**
- **may require the Parent to indemnify the School or a third party; and/or**
- **serve as an acknowledgement, by the Parent, of a fact.**

Attention is drawn to these clauses because they are important and should be carefully noted. The rights the Parent has in this Contract are in addition to, and do not affect, the statutory rights and remedies the Parent has under the Consumer Protection Act. In the event of conflict between this Contract and the Consumer Protection Act, statutory consumer protection rights shall prevail. Nothing in this Contract is intended to or must be understood to restrict, limit or avoid any rights or obligations created for the Parent or the School in terms of the Consumer Protection Act.

Contents

1. DEFINITIONS 1
2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL 3
3. GENERAL OBLIGATIONS OF THE SCHOOL 4
4. DISCLAIMERS AND INDEMNITY 4
5. PARENT'S GENERAL OBLIGATIONS 5
6. POLICIES OF THE SCHOOL 7
7. ACCEPTANCE AND DEPOSIT 7
8. PAYMENT OF FEES 7
9. SECTION 18A INCOME TAX EXEMPTION FOR THE DONATION OF THE DEPOSIT 9
10. PROTECTION OF PERSONAL INFORMATION 9
11. SCHOLAR INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL 9
12. TERMINATION AND NOTICE REQUIREMENTS 10
13. ALTERNATIVE DISPUTE RESOLUTION 10
14. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND LEARNERS THAT IMPLICATES OR CONCERNS THE SCHOOL 11
15. CONSENT TO USE OF THE LEARNER IMAGES AND Intellectual Property IN MARKETING MATERIALS 12
16. GENERAL 12
17. JURISDICTION AND GOVERNING LAW 12
18. VARIATIONS 12
19. PARTIAL INVALIDITY 12

1. DEFINITIONS

In this Contract:

1.1 "**Additional Fees**" means those costs for the Additional Goods/Services and additional costs and levies required from time to time, and notified to the Parent in advance, to provide adequately for the education and related activities and services provided to the Learner, including the costs of co-curricular activities, or special educational needs;

1.2 "**Additional Goods/Services**" means those goods or services that may be provided to or for the benefit of the Scholar from time to time, as determined by the School from time to time;

1.3 "**Board**" means the body of people authorised by the School's constitutional documents to jointly supervise, govern the School, including but not limited to the board of directors, trustees or governors;

1.4 "**Contract**" means this document, including all its annexures as well as any Policies, as amended from time to time;

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, subject to the agreement between the Parent/s and the School, may be refundable by the School or donated by the Parent/s upon termination of this Contract, less any amounts that the School is legally entitled to recover as a result of such termination or other damage related to a breach of this Contract;

1.7 "**Development Fee**" means the amount of money payable by the Parent/s as an agreed, non-refundable contribution to the School's developmental costs, payable on the Scholar's enrolment to the School as part of the School's revenue for that year;

1.8 "**Enrolment Fee**" means the amount of money payable by the Parent/s to the School to cover all the administrative costs involved in registering a Scholar at the School and which may include an initial contribution to the development and capital costs of the School;

1.9 "**Fee**" means any amounts owing to the School for a Scholar's enrolment, education and related activities at the School. Such Fees shall be clearly communicated to the Parent in advance and may include, but are not limited to, the:

1.9.1 Enrolment Fee;

1.9.2 Deposit;

1.9.3 School Fees;

1.9.4 Additional Fees,

additional information in respect of the Fees is set out in **Annexure D** of this Contract;

1.10 "**Executive Head of School**" means the person appointed by the Board to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated;

1.11 "**Income Tax Act**" means the Income Tax Act, No. 58 of 1962;

1.12 "**Scholar**" means the child (of any age) admitted by the School to be educated

1.13 "**Scholar Intellectual Property**" means any and all intellectual property created, developed and/or generated by the Scholar, including, without limitation: (i) artworks, drawings, music and/or writing; (ii) all patents and applications therefor and all reissues, divisions, renewals, extensions,

provisionals, continuations and continuations-in-part thereof; (iii) all copyrights, copyright registrations and applications therefor, and all other rights corresponding thereto; (iv) all software, databases and data collections and all rights therein; (v) all moral and economic rights of authors and inventors, however denominated; (vi) all rights arising out of or associated with any of the foregoing, including all rights to sue and recover damages for past, present and future infringement, misappropriation, dilution or other violation of any of the foregoing; and (vii) all rights or forms of protection having equivalent or similar effect to any of the aforementioned, which may subsist in any country in the world;

1.14 "**Material Breach**" means a breach that is material in the context of the overall arrangements between the School, the Parent and the Scholar as set out in this Contract or Policies from time to time and, for the avoidance of doubt and without limitation, is considered to exist where the Parent or the Scholar (as applicable):

1.14.1 fail to uphold or contravene this Contract and/or the Policies, as introduced and amended from time to time;

1.14.2 fail to pay any fees by their due date;

1.14.3 fail to fulfil any legal requirements necessary for the Scholar to attend school in South Africa;

1.14.4 act in such a way that the Parent or the Scholar (as applicable) become uncooperative with the School and, in the reasonable opinion of the Head of School, the Parent or the Scholar's behaviour negatively affects the Scholar's or other learners progress at the School, the well-being of School staff, or brings the School into disrepute; or

1.14.5 the School determines, in its reasonable opinion, that any unjustifiable act or omission by the Parents or the Scholar has caused or could reasonably cause reputational harm to the School;

1.15 "**NCA**" means the National Credit Act, No. 34 of 2005;

1.16 "**Parent**" means a parent or guardian of a Scholar, who has signed this Contract and whose details appear in **Annexure B**;

1.17 "**Parties**" means the Parent/s and the School;

1.18 "**Payer**" means the person or entity, other than the Parent, nominated by the Parent to be responsible for paying some or all of the fees;

1.19 "**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; Data Protection Policy; Debtors' Policy; Terms and Conditions of the School, 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, on the School's website, or the School's App;

1.20 "**POPI Act**" means the Protection of Personal Information Act, No.4 of 2013;

1.21 "**School**" means Wembley College;

1.22 "**School Fees**" means the amount of money payable by the Parent/s to the School in connection with a Scholar's education, excluding any Enrolment Fee, Deposit, Development Fee, Top-Up Fee or Additional Fees;

1.23 "**School Rules**" means the rules of the School, a copy of which is provided to each Scholar on entry and is sent to Parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the School;

1.24 "**Magistrate's Court Act**" means the Magistrates' Courts Act, No. 32 of 1944;

1.25 "**Term**" means the period of the academic year during which the School holds classes and co-curricular activities, as notified to Parents from time to time;

1.26 "**Third Party**" means the person or entity, other than the Parent, nominated by the Parent to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent from liability for those said fees; and

2. ACKNOWLEDGMENT, COMMITMENT AND ADHERENCE TO THE VALUES, EDUCATIONAL METHODS, ETHOS AND MISSION OF THE SCHOOL

2.1 The Parents acknowledge and accept that the School is acting as experts in education, and that the School has developed its own distinctive values, ethos, educational philosophy and pedagogical methodology. By enrolling the Scholar in the School, the Parents bind and commit themselves and the Scholar to uphold and respect the values, educational methods, ethos, traditions, philosophy, history and mission of the School, as articulated in the School's prospectus, mission statement, policy documents, rules and / or codes of conduct from time to time.

2.2 If at any time the Parents are of the view that the values, educational methods, mission, ethos and objectives of the School are incompatible with those of the Parents or the Scholar, the Parents undertake to withdraw the Scholar from the School subject to the terms and conditions of this Contract and the best interests of the Scholar.

2.3 The Parents undertake that they will, and procure that the Scholar will, respectfully adhere to and/or participate in all School activities that may include any and all religious and / or cultural practices established by the School as a means of giving expression to its values, ethos and mission. If the Parents and/or the Scholar conduct themselves in a manner inconsistent with, or that fails to uphold, such values, ethos and mission, the School shall be entitled to terminate this Contract.

2.4 The Parties undertake in favour of one another to display and exercise good faith to each other in giving effect to the terms of this Contract and to use their respective reasonable endeavours to do all such things (and procure the doing of all such things) as may reasonably be required to give effect to the terms and intended purpose of this Contract and to uphold the rights and enforce the obligations of any Party under this Contract.

3. GENERAL OBLIGATIONS OF THE SCHOOL

3.1 **The admission and enrolment of scholars to the School is at the sole discretion of the School who may not grant the scholar admission to the School and may grant temporary or provisional enrolment to the School subject to such further terms and conditions which the School may impose. The School may, after following due process, cancel enrolment in accordance with the Rules.**

3.2 For the sake of clarity, this Contract regulates the enrolment and admission of the Scholar to the School and also regulates the relationship between the School, the Scholar, the Parents and/or a Third Party once the Scholar is admitted and enrolled with the School. **Subject to clause 3.1, nothing in this Contract should be interpreted as a representation or warranty made by the School that the Scholar will be admitted to and enrolled with the School.**

3.3 While the Scholar remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when the Scholar is permitted to be on School premises or is participating in activities organised by the School.

3.4 Unless the Parents write to the School in advance with the specific purpose to withhold their consent, the Parents consent to the Scholar:

3.4.1 taking part in supervised School activities. These activities may include contact sports and sports or activities with some risk of physical injury;

3.4.2 travelling to supervised School activities that take place outside of School premises.

3.5 The School will take reasonable care to avoid loss, damage, injury or death to the Scholar. The School will not be responsible for any loss, damage, harm, injury or death that results from the Scholar taking part in any School activities.

3.6 The School shall monitor the Scholar's progress at the School and produce regular written reports. The School will advise the Parents if the School has any concern about the Scholar's progress, but the School does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged either by the Parents or by the School at the Parents' expense.

3.7 The Parties take cognisance of the limitations of the School's physical environment, facilities and resources which limit its ability to provide high quality education to Scholars with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural, psychological or emotional barriers or any other medically assessed special need). **To the extent that, in the reasonable opinion of the School, in their capacity as professionals and experts in education and after following due process, the School cannot, or can no longer, provide adequately for the Scholar's special educational needs, the School may not offer enrolment with the School or may cancel this Contract in terms of clause 11.3.**

3.8 **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 and IT equipment, books, or any other personal possessions) brought on to the School premises by the Scholar/s**, unless the School or its staff are in physical possession of that property and damage occurs to that property either because:

3.8.1 the School or its staff treated the property as their own; or

3.8.2 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.

3.9 **The Parent indemnifies and holds harmless the School, the Board, the Executive Head of School and the employees as well as their authorised agents and/or representatives against actions, proceedings, claims, demands, liabilities, losses and reasonable costs and expenses whatsoever in respect of, or in connection with damage or loss to property, real or personal, and injury to persons, including injury resulting in death, arising out of or as a consequence of the Scholar's enrolment at the Scool, save that the School shall be liable and liability will not be excluded under this clause 3.9 in respect of loss occasioned by gross negligence and/or wilful misconduct attributable to the School, the Board, the Executive Head of School and the employees as well as their authorised agents and/or representatives.**

3.10 Unless you expressly notify us in writing to the contrary, you consent to the Scholar/s participating, under proper supervision, both in and outside the School, in sports and other activities (including contact sports) which may entail some risk of physical injury, as well to the Scholar 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 loss or damage resulting from such sports, activities or programmes and you indemnify the School against any claims in that regard.**

4. DISCLAIMERS AND INDEMNITY

We hereby give consent for our child to participate in all organised activities at Wembley College, including academic, sporting, cultural, and extramural programmes, both on and off campus where applicable.

We authorise the responsible teacher, coach, or representative of Wembley College to act in loco parentis in the event of an emergency that may arise. To the best of our knowledge, our child is in a good state of health. Should this not be the case, we undertake to inform the relevant teacher/coach in writing and provide updated medical information as necessary.

As parents/guardians, we confirm that all medical conditions, allergies, or special needs have been fully disclosed in this form. We further undertake to keep the school informed of any changes to our child's medical condition.

Medical Conditions / Activities Restrictions:
(Please list any medical conditions, allergies, injuries, or activities in which your child may not participate.)

In the event that medical or surgical treatment is required for our child, we hereby give consent to the representatives of Wembley College to act on our behalf and, at their discretion, to obtain the best possible medical treatment available under the circumstances. We authorise the school to transport our child to a medical facility or hospital if deemed necessary, and we accept responsibility for any medical costs incurred that are not covered by medical aid or school insurance.
We indemnify and hold harmless Wembley College, its staff, and representatives against any claim, loss, injury, damage, liability, or expense arising from participation in school activities, except where caused by gross negligence or wilful misconduct. We acknowledge that all reasonable precautions will be taken by the school to ensure the safety and wellbeing of our child.
We give permission for photographs or videos of our child, taken during school activities, to be used for school publications, marketing, and social media platforms, unless otherwise stated in writing.
Parents are reminded that, as from 2006, it is mandatory to be part of the school's insurance with Alexander Forbes. The fee for this insurance will be automatically charged on an annual basis.

5. PARENT'S GENERAL OBLIGATIONS

5.1 The Parents will inform the School in writing, prior to admission and enrolment, of any special educational needs of the Scholar known to you, of the kind referred to in clause 3.7.

5.2 In order to fulfil the School's obligations, the School needs the Parents' co-operation. Without detracting from any specific obligations contained in this Contract, the Parents are required to: fulfil the Parents'

own obligations under these terms and conditions; encourage the Scholar in his or her studies, and give appropriate support at home; keep the School informed of matters which affect the Scholar; maintain a courteous and constructive relationship with School staff; and attend meetings and otherwise keep in touch with the School where the Scholar's interests require the Parents to do so.

5.3 The Executive Head of School may, if it is justifiable to do so and after following due process, require the Parents to remove or may suspend or expel the Scholar if the Parents' behaviour is in the reasonable opinion of the Executive Head of School so unreasonable as to affect or likely affect the progress of the Scholar or another scholar (or other scholars) at the School or the well-being of the School staff or to bring the School into disrepute.

5.4 The Executive Head of School may, if it is justifiable to do so, require the Parents to remove or may suspend or expel the Scholar from the School, if he/she considers that the Scholar's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Executive Head of School the Scholar's removal is in the School's best interests or those of the Scholar, other scholars or the wider School community. In this case, the Parents will be asked to remove the Scholar at a specified date that may be shorter than a full Term. Should the Executive Head of School exercise this right, all or a part of the Deposit will be forfeited where:

5.4.1 the School is unable to fill the vacancy created by the Scholar; and

5.4.2 the School has incurred, or will incur, reasonable costs for administering the Scholar's enrolment or removal from the School.

5.4.3 When the Executive Head of School contemplates the possibility of removal or expulsion of a Scholar under clauses 4.3 or 4.4, it should follow a fair process (which may include a hearing) to solicit representations on the Scholar's best interests and right to a basic education.

5.5 The School rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not a closed list and a Scholar may be expelled or suspended for offences which are not included in these examples. In particular, the Executive Head of School may, subject to applicable law, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour by the Scholar, or the circumstances of the case otherwise justify such action.

6. POLICIES OF THE SCHOOL

6.1 The Parents acknowledge and declare that they have read and understood the Policies and agree to abide by the provisions of the Policies. The School undertakes to make copies of all Policies available on request and free of charge, on the School's website or the School's App.

6.2 The Parents undertake to comply with all the rules and regulations of the School and acknowledge that it is the Parents' responsibility to make themselves familiar with the policies.

6.3 The Parents acknowledge that they are responsible for the Scholar, whether on the property of the School or not, after the notified finishing times of any school activity/event/function and that they will ensure that the Scholar obeys all school rules and policies where they apply to the Scholar.

7. ACCEPTANCE AND DEPOSIT

7.1 An offer of a place for a Scholar at the School is accepted by the Parents signing this Contract and (if applicable) paying the Deposit and the Enrolment Fee.

7.2 If, subsequent to entering into this Contract, the Scholar does not take up a place at the School (save for by reason of death or long term hospitalisation) the Parents will not be refunded the Deposit or Enrolment Fee. The Deposit and/or the Enrolment Fee will be kept by the School as a reasonable cancellation fee for the Scholar's withdrawal, unless the School, acting reasonably, is able fill the vacancy created by the Scholar's withdrawal on or before the first day of the first full term for which the Scholar was to have been enrolled in which case the Parent will be refunded the Deposit and/or Enrolment Fee, less the School's costs in administering, processing and handling the Scholar's enrolment (or a reasonable estimate of these costs)

7.3 If the Deposit is not payable and subsequent to entering into this Contract, the Scholar does not take up a place at the School (save for by reason of death or long term hospitalisation) and the School cannot, by the start of the first term for which the Scholar was due to enrol, fill the vacancy created by the Scholar's withdrawal, a full Term's Fees shall be payable and shall become due and owing to the School as a reasonable cancellation fee. The Term's Fees shall be charged at the rate that would have been applicable for the said first Term.

7.4 If the Scholar 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. The Deposit will be refunded to you, without interest, on the Scholar leaving or, at the School's discretion, credited to you, without interest, for the final payment of the fees or other sums lawfully due by the Parent to the School, on the Scholar leaving.

8. PAYMENT OF FEES

8.1 The Parents, jointly and severally, have absolute responsibility for the payment of any Fees applicable to the Scholar attending the School. The Parents also acknowledge that the Fees are payable in advance. Any Fee or other amounts of money owing by the Parents 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 NCA, or at such lesser rate as the School determines from time to time in its sole discretion. Interest not paid to the School on or before the date in which payment is due 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 the Parents default administration costs and collection costs, as

contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA.

8.2 The Parents and/or the Third Party accept the Additional Goods/Services. The Parents 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 7.1. The Parents 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 the Parents have expressly accepted such Additional Goods/Services.

The Parents and/or the Third Party accept that you/it will be liable for the payment of the Additional Goods/Services. Such Additional Goods/Services include payment for stationery, books, school tours, outings or any other Additional Goods/Services required by the School to provide the Scholar adequately with the educational services in terms of this Contract. 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.

8.3 The Parents confirm that a certificate signed by the bursar, business manager or Executive Head of School showing the amount owing by the Parents or the Third Party to the School shall be rebuttable proof that the said amount is due, owing and payable. Where the quantum of the School's claim is thereafter disputed by the Parents or the Third Party, the Parents or the Third Party shall bear the onus of proving that such amount is not owing and/or due and/or payable.

8.4 In the event of the Third Party taking responsibility for the payment of the Fees, the Parents by the Parents' signature hereto, hereby bind themselves jointly and severally in the Parents' 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.

8.5 The Parents 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.

8.6 The Parents 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 the Parents on enrolment and in advance of any increase in School Fees.

8.7 The Parents authorise the School to effect a debit order against the Parents' bank account to effect the monthly payment of Fees, if that is the period chosen or if it is subsequently agreed. The details of the account to be debited appear in **Annexure B**.

8.8 The Parents 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.

8.9 Inability to pay Fees due to death or long-term hospitalisation.

In the event that the Parent or Third Party responsible for the payment of Fees is unable to pay the Fees due to death or illness resulting in protracted hospitalisation, such Parent or Third Party, personally or through an authorised representative, shall be entitled to approach the School to make arrangements to the extent that a deviation of the payment terms of this Contract is required.

The Executive Head of School shall, in their discretion, be entitled to consider any deviation from the payment terms in this Contract on a case-by case basis following the production of either of:

- a death certificate;
- a medical certificate or examiner's report; or
- a certificate or report by a traditional healer registered in terms of the Traditional Health Practitioners Act, No 22 of 2007.

- For the avoidance of doubt:

nothing in this clause 7.10 shall limit the rights of the School in respect of any Fees due and payable in terms of this Contract before and after any decision of the Executive Head of School pursuant to clause 7.10;

the application of the provisions of this clause 7.10 shall not limit or reduce the remedies and recourse available to the School in terms of the common law, statute or this Contract.

8.10 The School Fees will be reviewed from time to time and may be increased by an amount which the School considers reasonable. The School will endeavour to give the Parents at least two calendar months' notice of any increase in the fees due for a particular term. The Parents have a right to cancel this Contract without penalty should the School Fees increase to an amount which the Parents no longer wish to pay, provided that the Parents 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 11.2 will apply, and the Parents will be required to provide a full term's notice or pay a term's fees in lieu of notice.

9. SECTION 18A INCOME TAX EXEMPTION FOR THE DONATION OF THE DEPOSIT

9.1 If, at the end of the term this Contract, the Parents elect to donate the Deposit to the School, the School, only insofar as it is registered as a Public Benefit Organisation as contemplated in the Income Tax Act, shall issue a receipt to the Parent for such donation, which qualify as a tax deductible donation for purposes of section 18A of the Income Tax Act.

9.2 Subject to any dispensation which may be granted by the Commissioner, the School shall distribute at least 50% (fifty per cent) of the value of any donation for which a certification as contemplated in clause 8.1 has been issued within 12 (twelve) months from the end of the financial year during which the relevant donation was received.

10. PROTECTION OF PERSONAL INFORMATION

By entering into this Contract, and unless the Parents at any time instruct the School expressly and in writing to the contrary, the Parents' consent is given for the School to: collect, store and process names, contact details and information relating to the Scholar, 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 scholars as well as providing references and communicating with the body of former scholars; and supply information and a reference in respect of the Scholar to any educational institution which the Parents propose the Scholar may attend. The School will take care to ensure that all information that is supplied relating to the Scholar is accurate and any opinion given on his/her ability, aptitude and character is fair. However, the School cannot be liable for any loss the Parents or the Scholar is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.

11. SCHOLAR INTELLECTUAL PROPERTY DEVELOPED DURING THEIR TIME AT THE SCHOOL

The School acknowledges that the Scholar may, during their time at the School, create, invent or develop Scholar Intellectual Property. Any rights to the Scholar Intellectual Property are not transferred to the School and shall remain the property of the Scholar. To the extent that any Scholar Intellectual Property is included in the circumstances contemplated in this Contract, the Parents, on behalf of the Scholar, hereby grant the School a perpetual, fully paid-up,

worldwide, non-exclusive, royalty-free, transferable right and licence to use and reproduce the Scholar Intellectual Property to the extent reasonably necessary to give effect to the objectives contemplated in this Contract.

12. TERMINATION AND NOTICE REQUIREMENTS

12.1 For the avoidance of doubt, this Contract will terminate when the Scholar completes the School's curriculum and any exit examination the School offer at the end of the Scholar's schooling, unless otherwise terminated on the terms of this Contract. This Contract therefore has an indefinite term.

12.2 The Parents 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 Scholar 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 the Parents have elected to pay 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 the appropriate notice.

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

12.4 The School may cancel this Contract immediately if the Parents are in Material Breach of any of the Parents' obligations and have not (in the case of a breach which is capable of remedy) remedied the Material Breach within 20 (twenty) business days of a notice from the School requiring the Parents to remedy the breach. The School may, in addition, claim payment of all moneys then owing and damages equal to one term's Fees (as calculated at the 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 the Parents any excess above such damages.

13. ALTERNATIVE DISPUTE RESOLUTION

13.1 Any dispute concerning or arising out of this Contract must be resolved in terms of this clause 12.

13.2 In the event of any dispute arising out of or relating to this Agreement, then any Party may give written notice (indicating also that party's designated representative) (the Dispute Notice) to the other Party or Parties to initiate the procedure set out below.

13.3 The Parties shall first endeavour to settle the dispute by mediation. The Parties shall agree in writing on a mediator within 5 (five) Business Days of the Dispute Notice, the mediation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Model Conciliation Rules in force at the time of the dispute and the mediator shall be appointed by Tokiso Dispute Settlement Proprietary Limited (Tokiso) and to the extent that Tokiso no longer exists, the mediator shall be appointed by the chairperson for the time being of the Association of Arbitrators (Southern Africa) or its successors-in-title.

13.4 If for any reason, including lack of co-operation by the Parties, a dispute is not settled by mediation within 30 (thirty) Business Days of the Dispute Notice or such longer period of time as may be agreed to in writing, then the dispute shall be determined by arbitration.

13.5 The Parties may agree in writing on the arbitrator and the arbitration procedure and, failing such agreement within 5 (five) Business Days of the expiry of the period referred to in clause 12.3, or such longer period of time as may be agreed to in writing, then the arbitration shall take place in accordance with the UNCITRAL Arbitration Rules in force at the time of the

dispute. The appointing authority in terms of the UNCITRAL Arbitration Rules shall be the chairperson for the time being of the Association of Arbitrators (Southern Africa).

13.6 Unless agreed otherwise by the Parties in writing: (i) the mediation and the arbitration (as applicable) shall be administered by the Parties; (ii) the mediation and the arbitration (as applicable) shall be held in Greytown; (iii) the mediation and the arbitration shall be conducted in English; and (iv) the number of mediators shall be 1 (one) and the number of arbitrators shall be 1 (one).

13.7 The arbitrator shall have the same remedial powers as a court of law in South Africa would have were it adjudicating the dispute and the decision of the arbitrator shall be final and binding on the Parties. The arbitrator shall deliver an award together with written reasons within 30 (thirty) Business Days from the date upon which the arbitration ends. A demand for arbitration that has been successfully served by any Party shall interrupt prescription of the claim to which it relates.

13.8 The governing substantive law of the Agreement shall be the law of South Africa. The governing procedural law of the mediation and the arbitration shall be the law of South Africa.

13.9 Nothing in this clause 12 shall preclude any Party from applying to a duly constituted court of competent jurisdiction for urgent interim relief (including but not limited to): (i) to compel arbitration; (ii) to obtain interim measures of protection prior to or pending arbitration; (iii) to seek such injunctive relief as may be necessary and appropriate; (iv) to enforce any decision of the arbitrator, including the final award; (v) for judgment in relation to a liquidation claim; or (vi) to enforce any security granted in terms of, or relating to, this Agreement.

13.10 This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if this Contract is terminated, nullified, or cancelled for any reason.

14. SOCIAL MEDIA, MEDIA AND INTERNET USE BY PARENTS AND SCHOLARS THAT IMPLICATES OR CONCERNS THE SCHOOL

14.1 The Parents undertake that they shall not, and will procure that the Scholar shall not:

- engage in any media, online communication activities or any other communications in the public domain that, if linked to the School:
- could have an adverse impact on its reputation or public image, or involve it in a public controversy; or
- are in breach of the School's Policies, ethics, mission and values;
- disclose the personal details of the School's employees, other Parents and/or Scholars;
- disclose any confidential information relating to the School, including any details surrounding disputes as contemplated in clause 12;
- raise, allude to, or publicise any disputes or grievances pertaining to the School or any of its employees, other Parents or Scholars on social media, the internet, blog posts and/or any other media without first having raised such dispute or grievance, and without first having endeavoured to resolve it, in good faith and in accordance with clause 12.

14.2 Failure to adhere to this clause 13 shall constitute a material breach of the Agreement.

15. CONSENT TO USE OF THE SCHOLAR IMAGES AND INTELLECTUAL PROPERTY IN MARKETING MATERIALS

The School and ISASA may, from time to time, be required to make use of still and/or moving image, video footage, photographs and/or frames and/or audio footage and other media with or without name of the Scholar, or depicting the Scholar, and Scholar Intellectual Property.

The Parents are required to deny the School consent to make use of the media contemplated in clause 14.1.

16. GENERAL

16.1 The Parents choose the residential address as their 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.

16.2 The Parents confirm that all the particulars that the Parents may furnish or that the Parents have furnished to the School on this Contract or otherwise from time to time are or will be, to the best of their knowledge and belief, full, true and accurate.

16.3 The Parents undertake to advise the School in writing of any changes to the details included in this Contract.

17. JURISDICTION AND GOVERNING LAW

This Contract is governed by and shall be construed in accordance with the laws of South Africa. The Parents agree that the School, at its sole discretion, shall be entitled to institute any legal proceedings for the recovery of money owed by the Parents 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 in the provisions of clause 12.

18. VARIATIONS

The School reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give the Parents at least a term’s notice of any such modifications.

19. PARTIAL INVALIDITY

19.1 Each term and condition contained in this agreement is separate from the other terms and conditions in the sense that if any one 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.

19.2 It is a condition of attendance at the School that the Parents sign in the space provided. The School Board may at its discretion consider this declaration and this Contract to be null and void if this document is altered in any way.