

KATHSTAN COLLEGE

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 GRADE RRR – GRADE 12
 21 Patten Road, Benoni Small Farms
 P.O. Box 12425, Benoryn, 1504



ACKNOWLEDGEMENT AND UNDERTAKING

I/ We the undersigned,

* ALL FIELDS MUST BE COMPLETED

| | MOTHER | FATHER |
|---|--------|--------|
| NAME & SURNAME: | | |
| I.D NUMBER: | | |
| MARITAL STATUS: (SINGLE/MARRIED/DIVORCED/WIDOWED) | | |
| FINANCIAL RESPONSIBILITY: (JOINTLY/ 50% SOLY/ TRUST) | | |
| POSTAL ADDRESS: | | |
| | | |
| PHYSICAL ADDRESS: | | |
| | | |
| HOME NO: | | |
| CELLPHONE NO: | | |
| EMAIL: | | |
| FAX: | | |

The parents/guardian of:

| | |
|-----------------|--|
| NAME & SURNAME: | |
| I.D NUMBER: | |
| GRADE: | |
| ENROLMENT DATE: | |

(hereinafter referred to as the "PUPIL")

Do hereby, in applying for the enrolment of the PUPIL to Kathstan College (hereinafter referred to as the "COLLEGE") acknowledge and undertake that:

1. I/We am/are the guardian/guardians of the PUPIL and am/are duly authorised to enroll the PUPIL and confirm that the information contained in the enrolment form is both true and correct.
2. I/We are liable, jointly and severally to the COLLEGE for the due and punctual payment of all tuition fees, subscriptions, costs (including bank charges levied for cash deposits) and expenses as may be levied by the COLLEGE from time to time as well as the costs and/or expenses in respect of any field trips, excursions or the like as determined by the COLLEGE from time to time, and in so doing agree that:
 - 2.1 All payments will be made strictly and on due date and in any event within 30 (THIRTY) days of having been invoiced, or otherwise called upon to make payment.
 - 2.2 Should any payment not be made strictly and on due date the COLLEGE shall be entitled, at its option to:

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- 2.2.1 immediately and without notice cancel this Agreement, without prejudice to the rights of the COLLEGE to claim payment of all arrears and/or amounts outstanding and/or any damages which may have been occasioned by the COLLEGE as a result of my/our failure to make payment, whereupon the PUPIL shall be required to immediately leave the COLLEGE; OR;

without notice institute legal action for the recovery of all amounts due, without prejudice to the COLLEGE'S other rights at Law.

- 2.2.2 Instruct its Attorneys to take whatever action is deemed necessary in order to recover such amounts as are due and/or owing in which event, I/we undertake to make payment of all legal charges levied by the said Attorneys, on a scale as between Attorney and own Client, and furthermore undertake to make payment of all collection charges.

- 2.2.3 Levy interest on all amounts outstanding at a rate equal to the maximum rate of interest permitted to be charged by Law calculated from the date upon which the payment falls due up to and including the date of payment.

- 2.3 Should any arrangement have been made to liquidate the amount due by way of installments and should any such installment not have been paid on due date, the entire balance will immediately and without notice become due and payable.

3.

- 3.1 I/We have read and am/are fully acquainted with the Rules of the COLLEGE and its Code of Conduct and ensure that I/we will, and insofar as we are able to do so, that the PUPIL will abide by same, as well as any amendments which will be made thereto by the COLLEGE from time to time.

- 3.2 In the event that the PUPIL is in breach of the rules of the COLLEGE and/or its Code of Conduct, the COLLEGE shall be entitled, and at its sole discretion, to immediately cancel the enrolment of the PUPIL whereupon the PUPIL shall be required to immediately leave the COLLEGE.

4. Attendance at School, and or participation in tours, excursions or other activities organised or arranged by the COLLEGE, may involve inherent risks and dangers of accident, serious personal and bodily injury and/or damage to or loss of property and whilst acknowledging that reasonable care and precautions will be taken by the COLLEGE:

- 4.1 Fully and forever release and discharge the COLLEGE, it's Shareholders, Directors and Staff, its Servants and Agents from all losses, damages, law suits, expenses and any other liability of any kind directly or indirectly arising out of or in connection with the PUPIL'S attendance and/or participation as described above, including transportation relating thereto, to the extent that such claims may exceed the amount, or not be recoverable from the COLLEGE'S Insurers.

- 4.2 Waive all rights as well as those of the PUPIL to initiate any law suit or other legal proceeding against the COLLEGE, including the rights of my/our Insurers of subrogation, and hereby indemnify the COLLEGE against any claim which may be brought against the COLLEGE by such PUPIL or Insurer to the extent to which such rights and/or claims may exceed the amount, or not be recoverable from the COLLEGE'S Insurers.

- 4.3 Acknowledge that the COLLEGE, through medium of its staff or appointed Agents, will be acting in loco parentis and hereby authorise them, and at their sole discretion, to seek medical assistance and if necessary to consent to the authorization of such treatment or surgery as may be deemed to be appropriate or necessary in my/our absence, on the understanding that the COLLEGE shall first have endeavoured to communicate with me/us, and indemnify the COLLEGE, its staff and/or agents and hold them harmless against all claims which may be made against them arising out of the exercise of the above authorization for treatment or surgery.

- 4.5 Indemnify the COLLEGE against any claim which may be brought against it arising out of any action or activity of the PUPIL howsoever arising.

5.

- 5.1 Either party, i.e. the Guardian/ Guardians or the COLLEGE, shall be entitled to cancel this agreement by giving the other party no less than one terms notice of their intention to do so, in writing.

- 5.2 In the event that the Guardian cancels or repudiates this agreement without giving one terms notice, the Guardian shall be liable for the tuition fee of one term as if a full terms notice had been given.

- 5.3 This contract will be valid until cancelled in writing as per 5.1 or 5.2.

- 5.4 Annual application of re-registration is without prejudice and does not change or cancel any terms of this contract.

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6. I/We undertake to compensate the COLLEGE for any loss or damage which may be occasioned by it, arising out of any act or omission of the PUPIL.
- 7.
- 7.1 I/We do hereby consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of Act No 32 of 1944 (as amended) for the institution by the COLLEGE of any action against me/us arising of this Acknowledgement and Undertaking, notwithstanding that such amounts may exceed the jurisdiction of the said Magistrate's Court.
- 7.2 I/We hereby choose as my/our domicilium citandi et executandi, for all purposes arising out of this Acknowledgement and Undertaking, the address/addresses appearing under my/our name/names on the first page of this document.
8. Any relaxation or indulgence which the COLLEGE may show shall not in any way prejudice the COLLEGE'S rights under this Acknowledgement and Undertaking and no act of the COLLEGE in accepting any payment after due date or in accepting a lesser sum than the amount due shall be construed as a waiver or novation by the COLLEGE of any of its rights under this document.

FINANCIAL POLICY

We hereby confirm our commitment to apply the principles as contained in the National Credit Act, Act No 34 of 2005.

With regards to your school account obligations, it is your responsibility to ascertain what your personal financial responsibility will be upon enrolling your child at Kathstan College.

- The contractual signatory/s is liable for payment of the account.
- Your account is payable within seven (7) working days from date of invoice. Therefore the beginning of every month, depending on the payment plan selected. *(Please see below)*
- We will not continually make calls to you to inform you that your account is in arrears. You are responsible to check your account every single month.
- We will e-mail an account to you every month in order for you to check the status of your account. The onus is on you to inform us if you have not received an account, or of any discrepancies regarding your account. Our financial policy is in force as if you have received an account.
- Interest will automatically be calculated and added to any overdue accounts without notice.
- In the event of legal action being taken in order to collect overdue payments, you will be held liable for all interest and legal costs. Should it be deemed necessary to hand over your account, you will be liable for the full costs of your account and all monies due to Kathstan College at that stage. Should you fail to comply with this financial policy, you have the right, according to the above Act No 35 of 2005, to obtain the assistance of a debt counselor, which will help us come to an agreement on a payment plan in order to make arrangements regarding the overdue account.
- In the event of the Account Holder canceling the contract, one (1) terms written notice is to be received, otherwise they will be held liable for the one (1) terms fee in lieu of such notice.
- If you do not abide by this prescribed financial policy, we reserve all rights to cancel our contract with you including tuition with immediate effect.

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Preferred Payment Plan: (Please tick)

- ☐ **PLAN A** - One (1) payment per year - due 1st January
- ☐ **PLAN B** - Four (4) equal payments per year - due 1st January, 1st April, 1st July, 1st October
- ☐ **PLAN C** - Eleven (11) equal payments per year - due 1st of every month, payable in advance

Fees for enrolments during the course of the year will be calculated on a pro-rata basis.

Interest is due on overdue accounts and discounts will be reversed where payments have not been received timeously (as per your payment plan).

Statements are sent via email on a monthly basis. Please note that TUITION FEES ARE PAYABLE IN ADVANCE and that we assume that your statements have been received. Should you experience any difficulty with receiving your statement please contact us immediately.

Preferred Method of Payment: (Please tick)

- ☐ **Electronic Transfer / Post-dated Cheques**
- ☐ **Debit Order**

Accounts paid by cash deposits or cash paid directly to the office will incur bank charges.

ORIGINAL FORMS MUST BE RECEIVED UPON ENROLMENT.

Photographs without prior notice may be published in our weekly newsletter which is available on our website: www.kathstancollege.co.za, or in the Benoni City Times.

I/ We, hereby acknowledge receipt and agree to abide by this Acknowledgement & Undertaking and Financial Policy.

DATED at _____ on this the _____ of _____ 201_____

MOTHER/ GUARDIAN

FATHER/ GUARDIAN