



HARVEST HIGH SCHOOL

Our hope is in God

 4 Rawlinson Road

 P.O. Box 886

Ladysmith, 3370

036 - 631 - 0875 

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admin@harvestschools.org.za 

FINANCIAL CONTRACT

Entered into by and between:

HARVEST HIGH SCHOOL

(A REGISTERED NON-PROFIT ORGANISATION OWNED BY THE HARVEST COMBINED TRUST:
NPO 076-666)

(Hereinafter referred to as "the School")

And

_____ (Full name(s) & Surname)

(PARENT/GUARDIAN 1)

ID/Passport: _____

And (if applicable)

_____ (Full name(s) & Surname)

(PARENT/GUARDIAN 2)

ID/Passport: _____

(Referred to as "the Parent")

For the tuition and education of

_____ (Full name(s) & Surname)

(PUPIL)

ID/Passport: _____

(Hereinafter referred to as "the Pupil")

WHEREAS:

1. The Parent has decided to have the Pupil admitted to the School;
- 1.1. The Pupil has been provisionally admitted to the School, pending the signing of this contract, with effect from _____ (Date); and
- 1.2. The parties have on record the terms and conditions on which the Pupil will be educated and trained by the School.
- 1.3. The Parent enters this contract, agreeing to its terms and conditions, and becomes the *Accountable Person* for the Pupil.

THE PARTIES AGREE AS FOLLOWS:

2. **SCHOOL FEES**

- 2.1. The **annual tuition**, as set out in the **Financial Information and Policies** document available on the school website, D6 Connect and from the admin office, due to the school for providing education to the Pupil, shall be divided equally and paid by the Parent according to the payment option chosen by the parent, for the period from January up to and including December.
 - 2.2. Parents are entitled to pay the annual fee once-off **before** the 28th of February each year. This payment option gives parents a discount of 5% on the annual tuition fee. Should a parent choose this option and not pay by the 28th of February, such a parent will automatically lose the 5% discount and be changed to the monthly payment option.
 - 2.3. The option to pay the annual tuition monthly by the Parent to the School, on or before the 1st or the 15th day of every month (according to the parents' chosen payment option), is in 10 instalments from February to November and payable **in advance**.
 - 2.4. Parents who choose to pay their tuition monthly (according to paragraph 2.3) agree to pay the instalment by debit order signed with the school (Addendum A).
 - 2.5. The full year's tuition is payable to the school if the child starts at *any* time in the first Term. If the child starts from the second Term onwards, the fees are charged pro rata.
 - 2.6. Any additional fees ('additional fees' means those prices for the additional goods/services and additional costs and levies required from time to time and notified to you in advance, to provide adequately for the education and related activities and services provided to the pupil), such as may arise, will be payable **in advance**.
 - 2.7. There shall be no entitlement to any rebate of fees if the Pupil is absent for any portion of a term owing to illness or any other cause.
3. In the event of the Parent failing to pay the school fees on the due date thereof, a Late Payment Administration Fee of R200, compounded monthly, will be payable on Fees which are in arrears, until the date of payment of the full outstanding amount.

4. The School Governing Body reserves the right to amend the school fees referred to in paragraph 2.1 above with reasonable notice. It is acknowledged that whilst the rest of the provisions will remain in force, the tuition fees are subject to annual adjustment as determined by the Governing Body, in order to meet the operational and strategic needs of the School.

5. Process for outstanding fees:

- 5.1. All fee payments and outstanding balances are available at all times to parents via the D6 Connect App.
- 5.2. In the event that the fees have not been received by the due date, an SMS reminder will be sent to the accountable person whose contact details are on record within 3 days of the due date.
- 5.3. In the event that payments are 5 days overdue, an SMS, a D6 Connect message, and an email will be sent to the accountable person whose contact details are on record requesting proof of payment.
- 5.4. In the event that payments are 7 days overdue, and no payment arrangement has been established, the pupil's school account will be blocked, and the pupil may not attend school or school extracurricular activities until such time as payment is made and the full outstanding amount is reflected in the school bank account.
- 5.5. The Parent will have 7 days (1 week) from the date of communication in 5.3 to catch up on all arrear amounts. Failure to do so will result in the Late Fee Penalty being added to the account (as stated in point 3 above).
- 5.6. A parent may make an arrangement to pay outstanding balances within ONE month with the office. This may be done telephonically, via D6 Connect or by email. The office will capture the arrangement to pay on the D6 System.
- 5.7. Should a parent fail to pay money owed to the school, make an arrangement to pay and (or) break any arrangement to pay, **and** fail to contact the school for 10 consecutive school days, the pupil will be deemed to have been in breach of the Learner Attendance Policy (available on the school website and D6 Connect App) and the pupil's record will be cancelled.
- 5.8. In the event of the Parent still failing to pay and the account reaching 90 (ninety) days in arrears, the agreement between the Parent and the School will automatically be terminated, and the account will be handed over to external debt collectors. Notice will be sent to the accountable person's email address via registered email, and the parent will be responsible for enrolling the pupil in a different school.
- 5.9. In the event of the Parent still failing to pay and the account reaching 60 (sixty) days in arrears, the agreement between the Parent and the School will automatically be terminated. Notice will be sent to the accountable person's email address via registered email, and the parent will be responsible for enrolling the pupil in a different school.
- 5.10. Once the contract between the parent and the School has been terminated, the School will inform the district Department of Education.

- 5.11. In the event of this Agreement resulting in termination, legal action will become necessary to procure payment if the Parent reneges on the payment plan.
- 5.12. In the event of this Agreement resulting in termination, legal action will become necessary to procure payment if the Parent reneges on the payment plan.
- 5.13. The Parent hereby acknowledges that in addition to interest, the School will be entitled to recover from them, should they fail to make payment of any amount on or before the due date, default administration costs and collection costs, as contemplated in the National Credit Act (NCA), including legal costs on the attorney and client scale, and collection commission to the extent permitted by the NCA.
- 5.14. The Parent understands that the account will be handed over to a collection agency, which will result in an immediate listing with the National Credit Bureau.
- 5.15. The Parent acknowledges that, in the event of default, nothing herein shall in any manner limit or detract from the power of the School to terminate the education services to the pupil, nor shall the termination of such educational services in any manner limit, detract from or prejudice the right of the School to recover all amounts owing to the School, together with interest, default administration costs, collection and other costs as aforesaid.
- 5.16. The Parent acknowledges that no failure or delay on the part of the School in exercising any right, power or privilege contemplated in this clause or elsewhere will operate as a waiver, nor will any single or partial exercise by the School of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 5.17. The Parent hereby agrees in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944 that the School shall, at its option, be entitled to institute any legal proceedings for the recovery of any monies owing by them to the School in any Magistrate's Court having jurisdiction in respect of such proceedings in terms of Section 28 of that Act.

6. REGISTRATION FEE (Non-Refundable)

- 6.1. The Parent agrees to pay a non-refundable Registration Fee as stipulated in the current Fee Structure prior to acceptance of the pupil.
- 6.2. The Parent agrees that an annual deposit is required to secure the pupil's place at the school.

7. DURATION OF AGREEMENT

- 7.1. This agreement is not confirmed until the registration fee has been received and the contract has been accepted and signed on behalf of the school by the School Representative, and shall commence on the date of signature hereof by the school.
- 7.2. The Parent shall be entitled to cancel this agreement with at least one **full month's** prior **written notice** to the School.
- 7.3. If such notice is not given, a one **(1) calendar month's notice**, at the rate applicable for the year in which the Pupil would have attended, shall be paid by the Parent.

- 7.4. If the School elects for any reason to terminate this agreement, then it may do so by giving the Parent **a full term's written notice** of its decision to terminate this agreement.
- 7.5. The Principal may require a Parent to withdraw a pupil with immediate effect in cases of serious or repeated misconduct, or where, in his or her opinion, it is in the best interest of the School or Pupil or both.
- 7.6. In the event of points 7.4 or 7.5 above taking place, the parent will be liable on a pro-rata basis for fees up to and including the day of exclusion. Any fees paid in advance beyond this date will be refunded to the parent, less the cost of bank charges.
- 7.7. This contract remains in force for the duration of the Pupil's attendance at Harvest.**

8. TUITION OF PUPIL

- 8.1 The School shall provide tuition to the Pupil in accordance with the curriculum and syllabus set out by the School.
- 8.2 While your child remains a pupil of the School, the School undertakes to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when the pupil is permitted to be on School premises or is participating in activities organised by the School.
- 8.3 The School shall monitor the pupil's progress at the School and produce regular written reports. The School will advise the parent if the school has any concern about the pupil's progress, but the school does not undertake to diagnose any learning disability or other condition: a formal assessment can be arranged by a parent at such parent's expense.
- 8.4 The parent agrees to and accepts the school's Academic Policies, which are available on the school website and the D6 Connect App. These policies may, at the discretion of the school, be updated from time to time. Updated Policies will be available on the school's website and the D6 Connect App.
- 8.4 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 children with special educational needs (whether due to neurological barriers, hearing impairments, visual barriers, physical barriers, behavioural or emotional barriers or any other medically assessed special need). To the extent that, in the reasonable opinion of the Principal, taken with the best interests of the pupil as a key criterion, the School cannot, or can no longer, provide adequately for the pupil's special educational needs, the School may not offer enrolment with the School or may cancel this contract.

9. BREACH

- 9.1. The Parent shall be deemed to be in breach of this agreement in the event of failure by the Parent to comply with the terms stated in this agreement and after the Parent has failed to remedy such breach, within seven (7) days after written notice of the breach has been dispatched by the School

to the Parent at the Parent's chosen *domicilium citandi et executandi* recorded herein, hand delivery or **registered email**.

- 9.2. A letter signed by the Principal of the School as to any amount owing by the Parent to the School or as to any other fact arising out of this agreement shall be *prima facie* proof of all facts stated in the letter, and it will not be necessary to prove the appointment or authority of the Principal who signs such letter. Such letter shall be a liquid document for the purposes of provisional sentence or summary judgment proceedings against the Parent.

10. GENERAL

10.1. No cash is accepted at school.

10.2. Payments may be made in the following ways:

- **EFT Payment** - only for parents who pay the yearly fee once-off and in advance before the end of February each year or for additional costs, projects etc.;
- **Debit order** - for monthly payments on the **1st or the 15th of every month ONLY**.

10.3. Parents of returning students (Grades 8 through 11) are required to pay an advance deposit to secure their child's place with the school for the next academic year. The first half of this deposit is due by the 31st of October of the current academic year. Should this advance deposit not be received by the school from the parent by the 31st of October, the contract will automatically be cancelled at the end of the academic year. The remaining balance of the deposit will be due before the school re-opens in January of the next academic year.

10.4. No alteration, cancellation, variation or addition hereto shall be of any force or effect unless reduced to writing and signed by the parties to this agreement or their duly authorised representatives.

10.5. The Parent hereby chooses *domicilium citandi et executandi* for all purposes whatsoever at the address set forth below, and the Parent shall be entitled by written notice or via the D6 Connect App to the School to change the chosen *domicilium*, provided that the change shall only become effective seven (7) days after service on the School of the said notice.

10.6. The signatories to this agreement will be jointly and severally in *solidum* liable to the School for the due performance of all the Parents' obligations in terms hereof.

10.7. This document must be completed in detail, with no alterations.

10.8. The Parent, as the accountable person responsible for fee payments, must initial each page and sign the final page.

- 10.9. All personal information collected in this document is for the purposes of fulfilling the requirements of a legally binding contract between the Parent and the School. The personal information will be shared with the contracted collection agency only if there is a breach of contract.
- 10.10. The Parent acknowledges their responsibility to advise the School promptly in writing should the address of either parent change. The Parent agrees that any letter, notice, statement, invoice, account, or other written communication of whatsoever nature posted/emailed by the School to the Parent to the latest postal/email address of such parent reflected in the School's records shall be deemed to be received by the parent seven days after the date of posting thereof.
- 10.11. The Parent acknowledges that interest may be earned on tuition fees paid in advance, but that this interest will be for the benefit of the School.
- 10.12. The Parent accepts the content of this agreement and has been offered the opportunity to have this document interpreted. The Parent waives the right to any future claims that they did not understand the content of this agreement or the implications thereof.
- 10.13. The Parents jointly and severally assume absolute responsibility for the payment of any fees and other charges accruing as a result of the pupil attending the School.
- 10.14. The Parent acknowledges that by signing this document, they consent to the School conducting whatever enquiries may be considered necessary to verify any information given in this application, including confirming the Parent's credit record with a national credit bureau, and contacting previous schools of the Pupil.
- 10.15. The parent understands that Harvest High School is an independent school, totally dependent on school fees for running expenses and the payment of teachers' salaries. The parent agrees to pay school fees faithfully, ON TIME.
- 10.16. The Parent understands that if school fees are in arrears, then:
- The contract with the School will be deemed to have been breached and thus terminated;
 - The Pupil will not be permitted to attend classes;
 - The Pupil will not return to class until fees are up to date.
 - The Pupil will not be allowed to participate in ANY school activities, i.e. Sports, Matric Dance, Fun Days, Excursions, etc.
11. The Parent agrees to purchase **ALL books, stationery** and all **uniforms** required for the pupil to attend Harvest High School.
12. The Parent agrees to provide their child with an electronic device (cellphone/ small tablet) and data to enable their child to learn in accordance with the school's Bring Your Own Device policy.

Accountable Person 1 details	Accountable Person 2 details
Relationship to pupil (Father/ Mother/ Guardian):	Relationship to pupil (Father/ Mother/ Guardian):
Residential address (attach proof):	Residential address (attach proof, if different from Accountable Person 1):
Postal address:	Postal address:
Email address:	Email address:
Cell number:	Cell number:

SIGNED BY THE PARENT AT _____ ON THE _____ DAY OF
 _____ 20 _____ IN THE PRESENCE OF THE

UNDERSIGNED WITNESS:

 (ACCOUNTABLE PERSON 1 SIGN)

 (ID/Passport NUMBER)

 (ACCOUNTABLE PERSON 2 SIGN)

 (ID/Passport NUMBER)

_____ (WITNESS Full names & signature)

SIGNED BY THE SCHOOL AT _____ ON THE _____ DAY
 OF _____ 20 _____:

_____ DULY AUTHORISED SCHOOL REPRESENTATIVE
 THERETO)