

I, the undersigned _____

Identity Number _____

Residing at _____
(domicillium citandi et executandi)

In my capacity as the legal guardian of _____
(hereinafter referred to as "the LEARNER")

do hereby undertake in favour of the Kenridge Primary School, as follows:



**KENRIDGE PRIMARY SCHOOL
AND
TRUST**

UNDERTAKING (Financial)

1. SCHOOL FEES (Kenridge Primary School)

- 1.1 I undertake to pay the compulsory school fees as determined by the Governing Body of the School (the Governing Body) from time to time in 10 (ten) equal monthly instalments by means of a debit order against my bank account.
- 1.2 I/We jointly and severally undertake to pay school fees and I/we understand the following:
 - 1.2.1 The annual school fees will be adopted by the majority of parents at the AGM.
 - 1.2.2 School fees are payable in advance and are due on the first day of school.
 - 1.2.3 Our terms are as follows:
 - (a) Fees can be paid in full
 - (b) Fees can be paid off in 10 equal monthly instalments
 - 1.2.4 If school fees are paid in full on or before the 1st Friday in February then a discount will be deducted from your annual school fees.
 - 1.2.5 A sum of R500 is to accompany this agreement. This amount will be deducted from the compulsory annual fees. Should the learner not attend the school, this fee will be refunded to the parent upon a written request from the parent providing us with banking details for a refund.
 - 1.2.6 In terms of family law, parents are jointly and severally liable for the payment of the school fees irrespective of their marital status.
 - 1.2.7 In the event of non payment of school fees the school will sue both parents irrespective of maintenance and court orders which may exist between the parties.
 - 1.2.8 In terms of Section 39 of the South African Schools Act, the parties to this form are liable to pay compulsory school fees.
 - 1.2.9 In terms of Section 40 and 41 of the South African Schools Act, the school may enforce the payment of these compulsory fees.
 - 1.2.10 The parties to this application undertake to pay all legal costs, including attorney / client fees and collection costs incurred by the school in the event of the school having to take legal action for the recovery of school fees.
 - 1.2.11 Fees are due and payable at the end of each month.

- 1.2.12 If payment is not received by the 7th of each month, the school reserves the right to charge interest on all overdue accounts at the rate of 2% per month.
- 1.2.13 Parents who are unable to pay school fees may apply for exemption of these fees.
- 1.2.14 The school may hold and process by computer or otherwise any information obtained about the parents as a result of their liability for school fees.
- 1.2.15 The school may conduct an enquiry and/or information search about the parents with a credit information bureau, persons acting as their agents and/or credit grantors.
- 1.2.16 The school may transmit details of how the parent/s have performed in meeting their obligations in terms of their school fee obligations and share such information with other credit grantors for the purpose of making any credit risk management related decisions.
- 1.2.17 If parent/s fail to meet their school fee obligations the school may record the Parent/s non performance with a credit information bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.
- 1.2.18 Should there be a dispute on your statement of account please notify the Bursar in writing.
- 1.2.19 Agreements are available in the following two languages: English and Afrikaans.
- 1.2.20 This agreement falls under the National Credit act. The school thus follows this legal framework in handling credit and consumers.
- 1.3 The first instalment shall be payable on the 1st day of February of the year during which the LEARNER attends the School and the School fees becomes due, and thereafter on the 1st working day of each and every succeeding month with the last instalment on the 1st day of November of that year.
- 1.4 The Governing Body shall be entitled to vary the amounts and the period over which payments are to be made, provided that I will be notified thereof in writing.

2. **MENU ACTIVITIES (Trust)**

- 2.1 I undertake to pay the Trust those fees as determined from time to time for menu activities in which the LEARNER participates.
- 2.2 I acknowledge that a statement/account from the Trust shall constitute proof of those activities which the LEARNER has elected to partake in during a specific term/season, and that it shall constitute proof of the amount due, according to the menu and charge form, provided that I shall be entitled to object thereto within 7 (SEVEN) days after receipt of such statement/account and provided further that such objection shall be in writing and be hand delivered to the responsible representative of the Trust in charge of the LEARNER'S account.
- 2.3 I undertake to pay the fees by means of a monthly debit order, provided that should the LEARNER engage in such activity during the course of the school term, payment shall be in respect of a pro rata share of the fees as indicated on the menu and charge form, calculated from the date of him/her commencing such participation until the end of that particular school term/season.

3. **GENERAL (Financial)**

- 3.1 In the event of an increase in the fees referred to in paragraphs 1 and 2 above, I hereby authorize the School to adjust my debit order accordingly on condition that I shall be informed by the School in writing of their intention to do so.
- 3.2 Should I fail to pay any one installment pertaining to the fees referred to in paragraphs 1 and 2 above on the due date, then
 - 3.2.1 the full amount outstanding in respect of those activities participated in by the LEARNER shall become due and payable forthwith, and
 - 3.2.2 the LEARNER shall be barred from further participating in those menu activities until such time as all fees referred to in paragraphs 1 and 2 above have been paid in full.
 - 3.2.3 interest at 2% (percent) per month may be charged to my account for fees, which are in arrears.
 - 3.2.4 a penalty fee for any unpaid debit order/cheque, as determined by the Governing Body from year to year, will be charged to my account.
- 3.3 I further agree that for the purpose of any legal proceedings against me in respect of my obligations in terms of this agreement, a certificate by a representative of the Governing Body, duly authorized to do so, shall be sufficient and satisfactory proof of the amount outstanding for the purpose of summary judgment.
- 3.4 For the purpose of this undertaking, any notice or legal action to be instituted against me and all process to be served on me, I hereby elect as my domicillium citandi et executandi my address as stated in the preamble of this undertaking.
- 3.5 I accept liability for payment of the School's legal costs, including collection commission on a scale as between attorney and own client, should the School take any legal action against me in terms of this undertaking.

SIGNED AT _____ **on this** _____ **day of** _____ **2** _____

AS WITNESSES:

1. _____

2. _____

SIGNATURE – PARENT/GUARDIAN

NAME IN FULL