



KENRIDGE PRIMARY TRUST

PRE-GRADE R & GRADE R

FINANCIAL UNDERTAKING

I/We, the undersigned,

(Parent/Guardian 1) _____ ID _____

(Parent/Guardian 2) _____ ID _____

currently residing at _____
(chosen *domicillium citandi et executandi*)

in my / our capacity as the legal guardian(s) of _____
(hereinafter referred to as "the Learner")

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

1. FEES

1.1 I/We undertake to pay the compulsory fees as determined by the Trustees of the Trust, in 10 (ten) equal monthly instalments by means of a debit order against my/our bank account.

1.2 I/We jointly and severally undertake to pay fees and I/we understand the following:

1.2.1 The annual fees will be determined by the Trustees.

1.2.2 Fees are payable in advance and are due on the first day of school.

1.2.3 The payment terms are as follows:

(a) Fees can be paid in full; or,

(b) Fees can be paid off in 10 equal monthly instalments.

1.2.4 If fees are paid in full, on or before a date to be determined at the budget meeting, then a discount, at the discretion of the Trustees, will be deducted from your annual fees.

1.2.5 The non-refundable Enrolment Levy of R500 is to accompany this agreement.

1.2.6 Parents are jointly and severally liable for the payment of all fees irrespective of their marital status and/or marriage regime.

- 1.2.7 In the event of non-payment of fees, the Trust may institute action against both parents/guardians irrespective of, *inter alia*, a maintenance and/or court order(s) which may exist between the parents.
 - 1.2.8 If parents/guardians are in arrears with one instalment, then the full outstanding amount will immediately become due and payable.
 - 1.2.9 If payment is not received by the 7th of each month, the Trust reserves the right to charge interest on all overdue accounts at the rate of 2% per month.
 - 1.2.10 I/We authorise the Trust, or its agents, to conduct any credit enquiry on me/us as may be necessary. I/we further authorise the school to supply my/our consumer credit information to any credit bureau if and when needed.
 - 1.2.11 I/We consent to the Trust disseminating my/our names and contact details only to other parents, staff or responsible persons engaged or authorised by the Trust for school related purposes, unless at any time I/we instruct the Trust in writing to the contrary.
 - 1.2.12 Should there be a dispute on my/our statement of account I/we shall notify the Trust in writing within 48 hours.
- 1.3 The first instalment shall be payable on the 1st working day of February of the year during which the Learner attends the School and thereafter on the 1st working day of each and every succeeding month with the last instalment being payable on the 1st working day of November of said year.
 - 1.4 The Trustees, in their discretion, may vary any and all additional fees and the period over which payments are to be made, provided that I/we receive written notification thereof.
2. **MENU ACTIVITIES**
 - 2.1 I/we undertake to pay the Trust those fees as determined from time to time for menu activities in which the Learner participates.
 - 2.2 I/we acknowledge that a statement/account from the Trust shall constitute as 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, owing and payable according to the menu and charge form, provided that I/we 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/We 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**
 - 3.1 In the event of an increase in the fees referred to in paragraphs 1 and 2 above, I/we hereby authorize the Trust to adjust my debit order accordingly on condition that I/we shall be informed by the Trust in writing of their intention to do so.
 - 3.2 I/we agree that any failure to settle any and all fees due, owing and payable to the Trust shall constitute a breach of this Agreement and any other agreements entered

into with the Trust. In the event of said breach the full outstanding amount shall become immediately due and payable. If the breach is not remedied within 7 (seven) days from date of written notice to me/us, the school shall be entitled to:

- 3.2.1 proceed with the necessary legal steps to recover the outstanding amount from me/us. In such event I/we will be liable to pay all legal and / or collection fees / costs incurred on an attorney – client scale as well as all collection commission;
 - 3.2.2 charge interest at 2% per month to my account for fees, which are in arrears;
 - 3.2.2 refuse the learner entry to the school’s premises until such time as the breach has been remedied;
 - 3.2.3 sue for specific performance, alternatively, damages and/or take any further legal steps at its disposal.
- 3.3 I/We further agree that for the purpose of any legal proceedings against me/us in respect of my/our obligations in terms of this agreement, a certificate by a representative of the Trustees, duly authorized to do so, shall be sufficient and satisfactory proof of the amount outstanding for the purpose of summary/default/provisional sentence judgment.
- 3.4 For the purpose of this undertaking, any notice or legal action to be instituted against me/us and all process to be served on me/us, I/we hereby elect as my/our *domicillium citandi et executandi* my address as stated in the preamble of this undertaking.
- 3.5 The parties consent to the Magistrate’s Court having jurisdiction in respect of all proceedings connected with this agreement, notwithstanding the amount claimed or the value of the matter in dispute exceeds such jurisdiction in terms of Section 28 and Section 45 of the Magistrate’s Court Act 32 of 1944 (as amended). These clauses shall not preclude the parties from approaching the High Court having jurisdiction.
- 3.6 No variation, amendment or consensual cancellation of this Agreement or any term hereof will be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties.

SIGNED AT _____ on this _____ day of _____ 2022.

PARENT/GUARDIAN (1) SIGNATURE

NAME IN FULL

PARENT/GUARDIAN (2) SIGNATURE

NAME IN FULL