

RULES AND CONDITIONS OF REGISTRATION AND ENROLMENT (V9 04092026)

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Introduction

This document forms an integral part of four enrolment documents that jointly constitute an agreement between the school and the parent/guardian ("Agreement"). It must therefore be read (and acknowledged) in conjunction with three other enrolment documents, namely:

- a) Parents'/Guardians' Conduct, Roles and Responsibilities;
- b) Debt Management and Contract Termination Procedure; and
- c) Students' code of conduct.

The Agreement sets out mandatory conditions for the registration and enrolment of students. The mandatory conditions outlined in this Agreement have to be acknowledged and accepted by the Signatory as part of the online registration or annual review process in order to secure the student's registration and enrolment.

By clicking on the checkbox and the "Accept" button on the pop-up screen on the online version of this Agreement, you are accepting your agreement to the enrolment of the student. Accordingly, you:

- a) agree to be bound by the Agreement and all associated registration and enrolment documents;
- b) warrant that you have the authority to accept the Agreement,
- c) acknowledge and accept the Parent'/Guardian's Conduct, Roles and Responsibilities as separately provided,
- d) acknowledge the Student Code of Conduct as separately provided,
- e) confirm that the information provided by you now and in the future on any platform, including the Parent Portal, is correct and complete, and will be kept correct and complete by you, and
- f) If no updates or changes are submitted during the Annual Review process, we will assume that all existing details, including personal information, guardian contact details, and payment terms, remain unchanged and valid. By not issuing notice of cancellation or providing updates, you confirm the student's continued enrolment for the following academic year and acceptance of any applicable amendments to this Agreement.

If there is any provision in this Agreement that you do not fully understand, or with which you do not agree, please contact the school before accepting the Agreement.

This Agreement contains important clauses, which are in bold and should be carefully noted as they:

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

Variations

The School reserves the right to change or add to these rules and conditions from time to time for legal, safety, or other substantive reasons or to assist the delivery of education to the student. This document is available on the school's website. The school will give the Signatory at least 90 days' notice of any such modifications.

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1 Definitions

In this Agreement/Contract:

- 1.1 **"Academic year"** means the annual period of instruction normally running from 1 January until 31 December, or from 1 September until 31 August the following year, or any other period as stipulated.
- 1.2 **"Additional Fees"** means, where applicable, those fees and charges for 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 Student, including but not limited to the costs of extra-curricular activities or special educational needs.
- 1.3 **"Additional Goods/Services"** means those goods or services that may from time to time be provided to or for the benefit of the Student, as determined by the School, and for which additional fees may apply.
- 1.4 **"Agreement"** means this document (Rules and Conditions of Enrolment and Registration), the Debt Management and Contract Termination Policy, the Student Code of Conduct, and the Parents'/Guardians' Conduct, Roles and Responsibilities document, including all its annexures and any Policies.
- 1.5 **"Annual review"** means the process as set out in clause 2.2 below and refers to the annual process of reviewing information and provisions of this Agreement in the light of legal and other changes at the School or the payment history of the parent/guardian.
- 1.6 **"Application fee"** means a non-refundable administrative fee that may be charged to cover the costs of processing an application, and which fee is NOT offset against other fees.
- 1.7 **"Enrolment"** means the completion of all processes and procedures to enrol the Student at the School as per this Agreement.
- 1.8 **"Enrolment Fee"** means the non-refundable fee paid by the Parent(s)/Guardian(s) and/or the Fee Payer to cover all the administrative costs involved in enrolling a Student at the School. It is not offset against any other fees.
- 1.9 **"Fees"** means any amounts owing to the School for a Student's education and related activities at the School. Such fees shall be clearly communicated in advance and may include, but are not limited to, the Application Fee, Enrolment Fee, School Fees, Fixed Service Fees, and Additional Fees.
- 1.10 **"Fee payer"** means the person or entity listed as being responsible for the payment of any one or more or all the fees. Should the Fee payer be different from the Signatory, the Fee payer and Signatory remain jointly and severally liable for Fees.
- 1.11 **"Fee Structure"** means an outline of the payment plans and associated fees (school and other) applicable to each respective Student, dependent on their grade and for a specific year. This is utilised for billing.

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- 1.12 **"Fixed Service Fees"** means, where applicable, those fees and charges for the services, notified to you in advance, including but not limited to Boarding, Aftercare, Swimming, Music, Transport, and Additional Single Subjects that are billed at a fixed monthly rate.
- 1.13 **"Parties"** means the Signatory, Fee Payer, and the School.
- 1.14 **"Payment Term"** means the period over which the Fees for the academic year are due.
- 1.15 **"Personal Information"** means information that relates to an identifiable and living natural person (which includes employees, students, and prospective students, parents, candidates, and prospective candidates and suppliers) and, where applicable, an identifiable and existing juristic person (such as a company, close corporation, or a trust). This information includes: (a) information describing a person, such as their race, gender, sex, pregnancy, marital status, national, ethnicity, colour, sexual orientation, age, health, disability, religion or beliefs, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of a person; (c) any identifying or contact details (such as a person's name, e-mail address, physical address, telephone number, location information); (d) the biometric information of the person; and (e) the personal opinions, views or preferences of (or about) a person or any communications set to or from a person;
- 1.16 **"Policies/School Rules (hereafter Rules)"** means the rules and principles adopted by the School, as published and amended by the School from time to time for legal, safety, or other reasons, which are used to regulate the running of the School and to effectively administer it. These Policies may include, but are not limited to, the School Rules, Schedule of Fees, Debtors' Policy, Rules and Conditions of Registration and Enrolment, as well as the Code of Conduct, Parents'/Guardians' Roles and Responsibilities.
- 1.17 **"Principal"** means the person appointed to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated.
- 1.18 **"Processing"** means activities that involve personal information, including activities such as collecting, storing, using, disseminating, marking, restricting, erasing, or destroying personal information.
- 1.19 **"POPIA"** means the Protection of Personal Information Act 4 of 2013).
- 1.20 **"School"** or "we" means The Independent Institute of Education (Pty) Ltd, registration number 1987/004754/07, t/a Trinity House.
- 1.21 **"School Fees"** means the money payable by the Parent/s/Guardian/s and/or the Fee Payer to the School in connection with a Student's education, excluding any Application Fee, Enrolment Fee, Fixed Service Fees, or Additional Fees.
- 1.22 **"Signatory"** refers to the person(s) who have accepted this Agreement as a parent or legal guardian of the Student or as another person who has the due legal authority to contract in relation to the Student. This definition includes "Parent", "Guardian, Fee Payer, or "you", which means each person who has accepted this Agreement.

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- 1.23 **"Special Personal Information"** includes (i) the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; (ii) the criminal behaviour of a data subject to the extent that such information relates to: (a) the alleged commission of any offence by a data subject; or (b) any proceedings in relation to any offence allegedly committed by a data subject or the disposal of such proceedings.
- 1.24 **"Student"** means the child or children (of any age) enrolled at the School to be educated under this Agreement.
- 1.25 **"Suspension"** excluding a Student for financial or conduct reasons from one or more activities of the School, as determined on a case-by-case basis.
- 1.26 **"Term"** means a division of the academic year and is the time during which the School holds classes, as notified to Parents from time to time.
- 1.27 **"Termination"** means termination of the Agreement. Once the Agreement is terminated, the student will be excluded from all academic or extracurricular programmes/activities.
- 1.28 **"Third Party"** means another person or entity, other than the School, rendering a service.

2 General Rules and Conditions of Student Enrolment and Registration

- 2.1 This Agreement is a continuous agreement accepted by the Signatory, as part of the Student's registration and enrolment process, and is applicable and enforceable for the duration of the period of the Student's enrolment at the School. This Agreement will terminate when the Student completes the School's curriculum being offered and/or any exit examination of the School, unless superseded by a later agreement following an Annual Review or otherwise terminated in accordance with the terms of this Agreement.
- 2.2 An Annual Review process is affected, which:
- 2.2.1 May result in a process of cancellation of this Agreement if fees are in arrears.
 - 2.2.2 May require the signing of a separate agreement if this Agreement is cancelled as per the above, and the relevant provisions of clause 6 of this Agreement.
 - 2.2.3 Includes the acknowledgement and acceptance of updated rules and conditions (as applicable).
 - 2.2.4 Ensures that all relevant information, including the fee structure, financial details, and details of parents/guardians and fee payer/s are up to date.
 - 2.2.5 Reinforces commitment to the schools rules and policies.
- 2.3 **Failure to participate in the annual review does not constitute a termination of this Agreement or notice of such termination.**
- 2.4 All students are enrolled at the discretion of the Principal.

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- 2.5 This Agreement, including the related enrolment documents, policies, and rules, constitutes the entire Agreement between the Parties. No warranties or representations, whether expressed or implied, shall be binding on the Parties unless they are formally reduced to in writing and agreed to by the Parties.
- 2.6 The Signatory agrees to the terms and conditions of the Agreement, and to all Policies and School Rules as published by the School and made available online or through other media such as newsletters and communiques used by the School.
- 2.7 The School reserves the right to change or add to this Agreement and its rules and conditions from time to time for legal, safety, or other substantive reasons or to assist the delivery of education to the Student. The School will give the Signatory at least a term's notice of any such modifications.
- 2.8 The Signatory acknowledges that the School may make amendments to any Policy during the course of the academic year.
- 2.9 In addition, amendments to any Policy of the School, other than the rules and conditions, will become binding on the Signatory and Third Party (where applicable) within 14 days after notification by the School in a School publication or communique or on the portal to the student system as provided by the School.**
- 2.10 The Signatory undertakes to always uphold the good name and reputation of the School and not to bring the same in disrepute, and to require the same of the Student, who is in turn required to abide by the Code of Conduct.
- 2.11 The Signatory hereby acknowledges and confirms that the Signatory has read, understood and is familiar with all terms and conditions in the Agreement as well as the associated school rules to which the Student is bound and which the Signatory accepts, including, but not limited to, the School Code of Conduct as can be found on the website of the School. Accordingly, the Signatory is personally liable for ensuring that all the duties and obligations arising from the terms and conditions in this Agreement are met.
- 2.12 The accuracy of the Signatory's/Parents'/Guardians'/Third Party's/Fee Payer's and the Student's personal information is extremely important to the School. The Signatory must ensure that the personal information provided is true, complete, and accurate. By accepting this Agreement, you warrant that this is the case.
- 2.13 The Signatory is required to inform the School of any changes to personal information of the parties listed above, in any event by no later than 14 days of a change having occurred.
- 2.14 By accepting the Agreement, the Signatory gives the School permission to conduct enquiries to verify the information given as part of this application, and to check the Signatory's/Fee Payer's/Parents'/Guardians'/Trusts'/Benefactors' creditworthiness through a credit check or other means. This includes contacting the Student's previous school(s) to ascertain payment history.

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- 2.15 The Signatory will supply the School with any (personal) information and documentation as required by national and provincial legislation, including but not limited to identity documentation, medical information, a valid study visa in the name of the School, and academic records.
- 2.16 The Signatory accepts that a failure to produce the required (personal) information and documentation may, in the relevant circumstances, at the discretion of the School, result in the termination of the Agreement.
- 2.17 The Signatory agrees that any change in information supplied to the School, including but not limited to the Signatory, Fee Payer, Parents'/Guardians' residential status or details, employment status or contact details does not invalidate the Agreement, and any such change must be reported in writing to the School and logged on <https://schoolcustomerqueries.advtech.co.za/support/home> within 14 days of such change.
- 2.18 An electronic copy of this Agreement and related documents, including but not limited to the debit order authorisation agreement, will be emailed to the Signatory upon acceptance.
- 2.19 *The domicilium citandi et executandi* of the School is:
The Managing Director: Trinity House
Advtech Schools Division
1 Waterstone Drive
Benmore Gardens
- 2.20 Unless otherwise indicated in writing, the Signatory has chosen a physical address and an email address while completing the information during the application and enrolment process in preparation for this Agreement as the addresses for service and delivery of legal notices and communications (*domicilium citandi et executandi*) for all matters.
- 2.21 Correspondence from the School will be deemed to have been received by the Signatory on the date of delivery by hand or by verifiable email. For correspondence by the Signatory to the School, the onus of proof of delivery shall rest on the Signatory.
- 2.22 Enrolment of the Student at the School does not automatically entitle the Student to enrolment or transfer to any other Advtech school or any other level of schooling. The Signatory and Student will be required to apply for Registration and Enrolment in the ordinary course with any other Advtech school.
- 2.23 The Signatory acknowledges that the School shall be entitled to recover all legal costs incurred, to enforce its rights under this Agreement, including but not limited to attorney and own client fees, collection, and tracing charges.

3 Information and Communication Technology

- 3.1 This section must be read in conjunction with the school's code of conduct, particularly the section called Acceptable Use of Information and Communications Technology. In addition to the provisions of the Code

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of Conduct, attention is drawn in this Agreement to the rules pertaining to all information and communication technology due to its ubiquitous presence.

- 3.2 This applies to all ICT and other electronic devices, including but not limited to data storage, receiving, or transmitting devices such as, but not limited to, mobile phones, ear pods or earphones, tablets, laptop computers, or other similar devices, and smart watches. All devices must comply with Municipal bylaws.
- 3.3 Access to the School's computer network, Internet infrastructure, and technology tools is a privilege provided at the discretion of the School and intended for educational purposes only.
- 3.4 It is expected that Students will behave in a responsible, efficient, courteous, and lawful manner, and access may be limited, filtered, monitored, or withdrawn without notice if this privilege is misused. Disciplinary action may also be taken, which may result in suspension and/or expulsion of the Student.
- 3.5 Additional school-specific guidelines and expectations appropriate to the ICT resources, and the needs of that School and the age of the Students on the campus, exist and will be updated and circulated to parents/guardians and Students, as necessary.
- 3.6 Students may not change any setups or settings on the School's network, computer facilities, or servers. Examples include, but are not limited to, changes to existing screen savers, autoexec, configurations, prompts, names, backgrounds, and hardware or software settings.
- 3.7 Students are not allowed to load any software without written permission from the computer teachers, nor may they delete any files, change passwords/names, gain unauthorised access to/hack into any of the computer systems or School or staff or fellow students' files and data.
- 3.8 Students found using other Students' or staff passwords or changing names to gain access to other people's files will be charged with cheating and will face disciplinary action, which may lead to suspension or expulsion.
- 3.9 The School has the right to set up and adopt firewalls and other access and usage control and management systems and protocols to filter and manage use of its facilities.
- 3.10 All use of social media of any type must comply with the principles of the Rules and Conditions of Registration and Enrolment as well as the Advtech Group's Electronic Communication and Social Media Policy and the School Code of Conduct.
- 3.11 On all platforms and always, Students must conduct themselves appropriately and in such a manner as not to cause or induce harm or hurt or offence.

4 Indemnity, Liability, and Disclaimer

- 4.1 The Signatory consents to the Student participating in the activities of the School, whether conducted on or off the School property, including, but not limited to games, cultural, social, and sporting activities,

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including contact sport, and tours and excursions of vocational, educational, social, sporting, or general interest which may entail some risk of physical injury.

- 4.2 The Signatory hereby indemnifies and holds blameless the School, its staff, its directors and other officers against any loss, damage or injury which may be sustained by the Student from whatever cause (excluding gross negligence), whether on the School property or en-route to or from, or during, any extramural activity or organised outing in which the Student may participate.**
- 4.3 The Signatory acknowledges and accepts that personal possessions of the Student are not covered in any risk insurance by the School and that the Signatory is responsible for supplying adequate cover for the Student's personal possessions, including but not limited to sports equipment, electronic equipment, and clothing.**
- 4.4 The Signatory acknowledges that the School (including its staff, directors and other officers) shall not be responsible for any theft or loss of, or damage or destruction to any property of whatever nature (including school clothing, electronic devices, sporting equipment, books, or any other personal possessions) brought onto the School property or to any school excursion, activity, or outing, unless the School or its staff were negligent and did not apply due diligence and care.**
- 4.5 The Signatory acknowledges that in certain emergency situations, there may be insufficient time to contact parent(s)/guardian(s), or to refer to medical records. The Signatory thus delegates to the Principal, or their representative, the power to (a) use their sole discretion to utilise the most readily available medical service or medical facility and (b) authorise whatever medical treatment they in their sole discretion, deem necessary for the Student, and in doing so agree that the Principal and/or their representative will, as permitted in common law, act in loco parentis (with the same authority as a parent/guardian).
- 4.6 The Signatory undertakes to communicate to the School in writing any objections to any medical processes or procedures being performed on the Student, where applicable, such as an objection to blood transfusion. It must be specifically noted that the role of the Principal and/or their representative shall be limited only to informing the medical practitioners of the Signatory's objection to any medical process if the Principal or representative could reasonably have been expected to access this information at the time.
- 4.7 The Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred regarding the Student, where the School has acted in terms of these provisions.
- 4.8 The Signatory consents to the Student travelling to, and participating in, School activities and programmes outside the School, including consenting to the use of third-party transportation or bus services, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.**
- 4.9 The Signatory consents, where relevant, to the Student travelling to and from school on transportation arranged by the School, and indemnifies the School accordingly, subject to the School taking reasonable care to avoid harm.**

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- 4.10 In addition, should an injury be sustained by the Student making use of the transportation/bus services, the Signatory is liable for the payment of all medical and/or hospital accounts, where applicable, incurred.
- 4.11 **The Parent/Guardian/Signatory retains the responsibility to make travel arrangements suitable for the travel of the Student to and from School and School activities for day-to-day purposes, and the School is excluded from all claims in this regard, including but not limited to the Student making use of any public or private transport service, including e-hailing services.**
- 4.12 **The Signatory acknowledges and accepts liability for any loss or damage suffered by the School because of any act or omission of the Student.**
- 4.13 **The Signatory agrees that this indemnity shall commence on the date this Agreement is signed, regardless of the date that the Student commences attendance at the School and shall remain in force and in effect for the duration of the Student's enrolment at the School under the Agreement.**

5 Payment of Fees

- 5.1 The Signatory recognises that the School does not receive any state subsidy and is entirely dependent on fees for its financial viability. This means that the Signatory is liable for the payment of applicable Fees and that the School has the right to collect Fees that are due.
- 5.2 The Signatory accepts the obligation and full liability for the punctual payment of all fees to the School, and all other amounts that become due and payable to the School.
- 5.3 In the event of a Fee Payer, who is not the Signatory, taking responsibility for the payment of fees:
- 5.3.1 the Signatory by the signature to this Agreement, binds itself jointly and severally in their personal capacity as surety and co-principal debtor with the Fee Payer for payment to the School of any amounts which are owing and may at any time become owing to the School. The School will obtain permission to check the Fee Payer's creditworthiness through a credit check or other means. The liability of the Fee Payer and of the Signatory arising out of this Agreement is joint and several.
- 5.3.2 any applicable/valid refund due by the School will be made to the Fee Payer, and not to the Signatory, unless otherwise requested in writing by the Fee Payer.
- 5.4 Any bursary or sponsorship in favour of the Student from the school relates only to School Fees and does not include any Application Fees, Enrolment Fees, Fixed Services, Additional Fees, or other charges as may be levied from time to time, unless specifically stated otherwise.
- 5.5 The Signatory agrees that they have sufficient funds to meet the financial commitments of this liability and, in case of more than one person accepting the Agreement, that such persons are jointly and severally liable for the payment of the Fees and other contractual obligations.
- 5.6 The Signatory should note that the School can claim the entire outstanding amount of fees from the Signatory, regardless of their marital status or the existence of a divorce order or a third-party Fee Payer, has accepted responsibility.

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- 5.7 The Signatory warrants that it has the necessary consent from any party which may be required in law to enable it to enter into this Agreement.**
- 5.8 The Signatory accepts that School Fees are payable annually in advance via EFT on or before the first day of attendance of the Student at the School, unless the Signatory has elected one of the payment options (Payment Term 2 or Payment Term 3) as set out in the Debt Management and Contract Termination Policy contained herein below.
- 5.9 If Payment Term 2 or Payment Term 3 has been selected by the Signatory, each instalment shall be paid monthly in advance.
- 5.10 The Signatory herewith elects to pay, in the event of having chosen Payment Term 2 or Payment Term as set out in the Debt Management and Contract Termination Policy, via: EFT; or Debit Order. No cash payments will be accepted.
- 5.11 Should the Signatory have elected to effect payment via EFT and defaults in effecting timely payment (the first day of each month in advance) on three occasions within a year, the debit order may be instituted as the method of payment at the sole discretion of the School.
- 5.12 The debit order authorisation is available via the first-time registration process and returning annual review process. The debit order authorisation will form part of this Agreement. Please note that failure to complete the debit order authorisation, where required, will result in the Signatory not being able to complete the registration and enrolment process.
- 5.13 All other fees, over and above School Fees, must be settled on the dates stipulated or no later than on or before the first day of attendance of the following school term, whichever date is first.
- 5.14 The Signatory agrees to pay a non-refundable Application Fee and Enrolment Fee as a condition of enrolment, the amount of each is to be advised by the School prior to enrolment.
- 5.15 If a Signatory enters an agreement/contract for the same Student at another Advtech school, the Application Fee and Enrolment Fee of such new registration and enrolment at such a school will be waived.
- 5.16 Failure by the Signatory or a Fee Payer (where applicable) to pay any amount on the due date constitutes a breach of this Agreement. Should the Signatory fail to remedy any breach within the time specified in any notice, this may result in the cancellation of the Agreement. On breach, the Signatory will become liable for all damages that the School has and/or may suffer because of the breach and failure to remedy, as well as the immediate payment of all arrears fees.
- 5.17 A statement issued by the school Finance Team to the Fee Payer/Parent(s)/Guardian(s) certifying the balance owing from time to time shall be valid and sufficient (prima facie) proof for all purposes of the amount owing by the Signatory and/or the Fee Payer (where applicable) in terms hereof.

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5.18 A poor payment record may impact the standard payment terms available to the Signatory.

5.19 The Signatory acknowledges that the inability of the Student to attend School in person or online or the absence of the Student from the School or the suspension of the Student following a disciplinary hearing does not relieve the Signatory or the Third Party and/or Fee Payer (where applicable) of the obligation to pay school fees.

5.20 In the event of the Student's expulsion from the School, the Signatory who has already paid the School Fees for the term or for the rest of the year will be refunded in accordance with the registration and cancellation policy, calculated from the date of the final expulsion notification.

5.21 The following serious consequences may, at the discretion of the School, arise for late or non-payment of fees:

5.21.1 The Agreement may, after due process, be cancelled where fees are in arrears. Once the Agreement is terminated, the Student will no longer be part of the School and will therefore not be entitled to school services.

5.21.2 Any outstanding fees may be handed over to a Debt Collecting Agency or an attorney for collection.

5.21.3 The school may, after due process, give notice that the Student should not return to the School in the next term.

5.21.4 Any special discount or bursary granted by the school to the Signatory may be revoked.

5.21.5 The full balance of the annual fees outstanding will immediately become due and payable by the Signatory and/or Third Party and/or Fee Payer (where applicable).

5.21.6 The School may report the Signatory's default to the credit bureau, and this may affect the Signatory's and/or Third Party and/or Fee Payer's creditworthiness.

5.21.7 The School may take legal action against the Signatory and/or Third Party and/or Fee Payer (where applicable), thereafter which the movable and the immovable property of the Signatory and/or Third Party and/or Fee Payer (where applicable) may be attached to satisfy the judgement order and to recover the debt.

5.22 The School will recover any legal expenses that it has to incur to collect payment from the Signatory and/or Third Party and/or Fee Payer (as applicable), including any attorney fees at the actual rate charged (that is, the attorney-and-own-client scale), any collection commission, and tracing fees.

5.23 The School may charge administrative fees for any cost relating to returned debit orders, reminders, letters of demand, or other fees relating to the collection of payment.

5.24 The Student will not be permitted to return to the School, physically or online, if any outstanding fees from the previous year are not settled before the start of the next academic year or if there is no mutually agreed and approved payment plan in place.

5.25 The School may, at the discretion of the Principal or Managing Director, impose terms that are necessary to protect its financial interest, such as:

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- 5.25.1 Terminating the continuous Agreement and agreeing to the re-enrolment of the Student on a new Agreement, which may be an annual fixed-term Agreement, based on full payment upfront. This will be the case where the Signatory has a history of non-payment and/or defaulting on arrangements with the School.
- 5.25.2 Terminating the continuous Agreement and entering into a new Agreement for the remainder of an academic year, only provided that acceptable terms have been agreed to with the Signatory on the payment of arrear fees and fees for the remainder of the academic year concerned, i.e., which can include payment in full upfront for the remainder of the year.
- 5.25.3 The Signatory acknowledges that enrolling the Student at an independent school that does not receive subsidy and is dependent on fees for its financial viability is a voluntary action that does not make the School liable for the ongoing provision of education if the Signatory does not meet the requirements of this agreement and that, once due process has been followed to terminate the Contract, the onus is on the Signatory to secure affordable or alternative schooling for the Student if the Signatory is unable or unwilling to meet the terms of the Agreement and that the School is not obliged to retain the student.

6 Cancellation

- 6.1 The Signatory hereby agrees that three (3) calendar month notice is required to terminate or cancel this Agreement.
- 6.2 A cancellation notice must be given in writing to the School Campus Bursar and Principal. The deadline for final notice is 31 July annually and 1 November for Junior Colleges
- 6.3 School Fees require a three (3) calendar month notice period.
- 6.4 Fixed services require a one (1) calendar month notice period.
- 6.5 Additional Fees are non-refundable.
- 6.6 If the Student leaves the School on or after the 1st of November and/or notice of cancellation is provided from the 1st of August onwards, the parent is liable for the full year's fees. No credit notes will be applied.

7 Cancellation After a Breach

- 7.1 The School shall be entitled to cancel this Agreement where there has been a breach by the Signatory of this Agreement, and the Signatory have failed to remedy such breach after having received a written notice calling on it to remedy.
- 7.2 The School may cancel this Agreement with immediate effect after having followed due process if the Signatory is found to be in breach. The School shall have no obligation to return any deposit or pre-paid fees.
- 7.3 Upon receiving the breach notice, which may result in cancellation, the Signatory, and the Student, where applicable, shall be entitled to make written representations to the Principal in respect of the breach notice, which may include alternatives to cancellation and actions to remedy any breach.

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- 7.4 The written representations by a Signatory and, where applicable, the Student, may be followed by an engagement between the School and the Signatory or through any relevant intermediary.
- 7.5 Representations on the impact of a possible cancellation of the Agreement on the Student will be considered,
- 7.6 Notwithstanding the aforesaid, the School reserves the right to cancel the Agreement where the representations made, and following the conducting of a hearing, it is found that it is not in the best interest of the School and/or its staff and/or its Students to continue with the Agreement or where a breach relates to non- payment of fees and no satisfactory arrangements could be agreed within the period as set out in the breach notice.
- 7.7 In the event of the cancellation of the Agreement following a breach notice, the Signatory will be liable for all damages that the School has and/or may suffer because of the cancellation of the Agreement.
- 7.8 The Signatory undertakes to withdraw the Student from the School on the effective termination of this Agreement.
- 7.9 The School may inform the Provincial Education Department about the termination of the Agreement with the Signatory, particularly in relation to the Students who are subject to compulsory attendance at the time that the termination becomes effective.
- 7.10 Unless in writing, the School makes no warranties or representations to a Signatory in breach of the Agreement or defaulting under an arrangement that the School will enter into any new or further contracts with the Signatory after the Agreement has terminated.

8 Personal Information

- 8.1 In order for the School to comply with POPIA and to provide the Student with education we must process both their personal information as well as the personal information of the Signatory and the Fee Payer. The personal information we process will for example include name, identification number, contact details, payee details, progress reports. In some cases, we may also process Special Personal Information like medical and health information. We will not ask for more personal information than is necessary for us to fulfil our responsibilities.
- 8.2 The Signatory consents and authorises the School to obtain and process such personal information for the Student and the relevant adults (Signatory, Fee Payer, Parents/Guardians) and to store and utilise such information as may reasonably be required to fulfil the conditions of this Agreement and to offer quality education to the Student. The Signatory warrants, by clicking the required button, that it has obtained the necessary consent from all parties in this regard (where applicable).**
- 8.3 Such personal information may be collected and obtained from the Signatory or the Student or the Parents/Guardians, or from public record or another source (as the case may be).

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- 8.4 Such personal information may be retained by the School as envisaged in terms of section 14 of the POPIA and/or processed as envisaged in terms of section 11 and/or 15 of the POPIA.
- 8.5 We will share the personal information processed with other industry, regulatory bodies, and service providers, but only insofar as is required by them to fulfil their duties or to deliver support in the delivery of education services.
- 8.6 We will treat your personal information with caution and have all generally accepted information security measures in place that are required to protect it. To see the full extent of our Information Privacy Notice, please visit our website at www.groupadvtech.com
- 8.7 In obtaining the Signatory's personal information through this form or related forms, the School is legally obliged to comply with POPIA.
- 8.8 The Signatory accepts that the School may within the perimeters allowed in law by the relevant legislation, be required to furnish personal information of the Signatory and the Student to other processors of data, including the Department of Basic Education, Provincial Education Departments and the Independent Examinations Board (IEB) and by affixing its signature to this Agreement, consent to the disclosure of such personal information.
- 8.9 The Student's next school may contact the School to obtain information about the Signatory and the Student to verify registration and enrolment information and the Signatory's creditworthiness. The School discloses only the necessary information in response to such enquiries. By accepting this Agreement, the Signatory consents to such disclosure.
- 8.10 The School will not disclose the Signatory's information to the public or to any third parties without informing the Signatory, except under the conditions covered in this Agreement or as may be required by law.

9 Information Security / Electronic Communications

- 9.1 In accordance with the POPIA, the School has implemented reasonable security safeguards designed to protect the personal information that is provided by the Signatory. However, no system is perfectly secure. This means that, while the School takes all reasonable steps to protect the Signatory's information, the School cannot guarantee that its information systems, including its website, email servers or knowledge management portals will not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.
- 9.2 Emails that the Signatory sends to the School are not encrypted; therefore, it is strongly advised that the Signatory does not communicate sensitive information, such as banking details, by these means.
- 9.3 The School further cannot provide any warranty that its website or any files or downloads available on its website are free of viruses, which can corrupt or damage your computer or information technology system.

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- 9.4 The School will never send an unsolicited email requesting your personal information, including bank account details and identity number, or passwords and PIN code. The School therefore accepts no liability if the Signatory responds to these emails or accesses any link(s) provided in such a mail, even if the email looks in all material respects to have originated from the School, any other Advtech school, or our student information systems.
- 9.5 Documents sent to the Signatory by e-mail (whether or not containing confidential information) will not be encrypted. The School makes reasonable attempts to exclude from its e-mails and any attachments any virus or other defect that might affect any computer or IT system. However, it is the Signatory's responsibility to put in place measures to protect the Signatory's computer or IT systems against any such virus or defects, and the School does not accept any liability for any loss or damage that may arise from the receipt or use of electronic communication from us.

10 Medical Information

- 10.1 The Signatory warrants that the medical aid/medical contact information provided to the School as part of the parents'/guardians' and Students' personal information is complete, up to date, and accurate, and authorises the school to make use of the information when required.
- 10.2 The Signatory accepts full responsibility for keeping this information regularly updated through the parents' portal of the Student Information Management System.
- 10.3 The Signatory accepts responsibility for costs incurred for the Student's emergency medical services, including but not limited to transportation to the nearest medical facility and emergency medical services provided by the medical facility.

11 Photographs

- 11.1 Images of the Student and the Signatory/Parent/Guardian, whether by photographic or other means, may be collected and used by the School in any publication relating to the achievements of the School. Parents/guardians may still object in writing to the use of their Student's photographs.
- 11.2 Photographs may also be used in public relations, marketing, and advertising campaigns (with parent/guardian permission) and these images may continue to be used even after a Student has left the School. While the School will use photographs in accordance with the provisions of the POPIA, the School does not have control over third parties within public platforms like social media.

12 Direct Marketing

- 12.1 Consent is hereby provided to the School to provide ADVTECH post-school training and education companies the opportunity to contact us with information on the education products and services they offer. For such purposes, we herewith authorise the Principal of the School to provide the necessary opportunities to such institutions on our behalf (in our personal capacity and capacity as legal guardian

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/parent of the Student) as may be necessary or requested by us. We may retract this consent at any time by contacting the Principal of the School and confirming the retraction in writing.

13 Dispute Resolution

13.1 This Agreement is subject to the South African legal framework and the South African regulatory framework for independent schools that are not subsidised by the state.

13.2 In the event of any dispute arising from the interpretation and/or implementation of this Agreement:

13.3 The dispute shall be outlined by the affected party in writing, including the desired corrective action and the timelines thereof.

13.4 All attempts shall be made by both parties to resolve the dispute.

13.5 Both parties reserve their respective rights to pursue legal intervention in the dispute.

REFERENCE	SCDIV03	
DOCUMENTS	RULES AND CONDITIONS OF REGISTRATION AND ENROLMENT DEBT MANAGEMENT AND CONTRACT TERMINATION PROCEDURE PARENT/GUARDIAN CONDUCT ROLES AND RESPONSIBILITIES	
CONTACT PERSON	Chaile Makaleng	
POLICY APPROVAL	Date of Approval	Date of Implementation
	May 2020	January 2021
DATES AMENDED	July 2021	January 2022
	July 2022	January 2023
	September 2023	January 2024
	August 2024	January 2025
	August 2025	January 2026
	July 2026	January 2027
DATE OF NEXT REVIEW	June 2027	