

CONTRACT OF ENROLMENT - ANNEXURE A

GRATTON FEE PAYMENT POLICY

This document forms an integral part of the Contract of Enrolment.

Gratton College NPC is an independent school and the payment of school and hostel fees, as determined by the Governing Body, is compulsory and, in terms of the South African Schools Act No. 84 of 1996, legally enforceable. The parents/legal guardians/custodians/ sponsors (hereinafter referred to as “the Responsible Person,” are jointly and severally liable for the payment of school and hostel fees irrespective of any alternative arrangements agreed upon between them.

1. INTRODUCTION

School and hostel fees are determined annually by the School Governing Body and are binding on all learners and parents enrolled at the School.

The Responsible Person/s (including both parents, irrespective of marital status and/or divorce settlement agreements), is/are liable for the payment of all fees determined by the School Governing Body.

School and hostel fees are used to finance the operational and maintenance costs of the School and hostels. Minor capital projects funded by school fees may be budgeted for from time to time.

2. DEFINITIONS

In this policy –

2.1 “Additional charges” means those charges for the Additional Goods/Services and Additional Costs/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 your learner, including the costs of extra-curricular activities or special educational needs.

2.2 “Additional Goods/Services” means those goods or services that may from time to time be provided to or for the benefit of the Learner, as determined by the School from time to time.

2.3 “Learner” means the child or children (of any age) admitted by the School to be educated, whose details appear in the Contract of Enrolment form.

2.4 “Contract” means the Contract of Enrolment, including Annexure A and Annexure B (if applicable).

2.5 “Consumer Protection Act” means the Consumer Protection Act, No 68 of 2008

2.6 “Fee” or “Fees” means any and all amounts owing to the School for a Learner’s enrolment, education, boarding and related activities at the School. Such Fee/s shall be clearly communicated to you in advance and may include, but are not limited to –

- 2.6.1 Application fee
- 2.6.2 Acceptance fee
- 2.6.3 School fee
- 2.6.4 Hostel fee
- 2.6.5 Book pack levy
- 2.6.6 Technology levy
- 2.6.7 Textbook levy
- 2.6.8 E-book levy
- 2.6.9 Grade 12 resource levy
- 2.6.10 Aftercare fee

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2.7 “Head” means the person appointed by the Board of Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been delegated.

2.8 “Responsible Person” or “you” means parent(s), sponsor(s), custodian(s), or legal guardian(s) of a Learner, who have bound themselves contractually to be responsible for the Learner and for the payment of all Fees incurred through attendance at the School.

2.9 “Parties” means the Responsible Person and the School.

2.10 “School” means Gratton College NPC.

3. APPLICATION AND ACCEPTANCE

3.1 Application Fee

All applications are to be accompanied by:

- For first time applicants, a non-refundable application fee, or
- For reapplying applicants, a refundable re-application fee

3.2 Acceptance Fee

In line with the provisions of the SA School Act, the Responsible Person is required to register a Learner for each academic year. If an application for admission is successful, a refundable Acceptance Fee will become immediately payable.

3.3 If any Fees are outstanding for the current, or preceding years, these outstanding Fees must be paid prior to enrolment for the forthcoming year being applied for.

3.4 Conditions Applicable

3.4.1 An offer of a place for a Learner at the School is accepted by payment of the application and acceptance fees; and on completion in full, and signature of the Contract by the Responsible Person/s.

3.4.2 If, after entering into the Contract, the Learner does not take up a place at the School (save because of death or long term hospitalisation) the application and acceptance fees will not be refunded. These fees will be kept by the School as a reasonable cancellation fee for the Learner’s withdrawal.

4. SCHOOL FEE AND HOSTEL FEE

4.1 The School and Hostel Fee for the forthcoming year shall be determined annually by the School Governing Body and published in a Schedule of Fees by the beginning of the last term of each year. The Schedule of Fees for the current year is available for reference.

4.2 School and Hostel Fees are payable in full, strictly in advance; and no exceptions to this condition shall be allowed.

4.3 Despite the objective that all Fees for the year ahead should be payable in advance and are due on the first day of the academic year, the School recognizes that not all Responsible Persons are able to do so, and therefore it offers the following payment terms:

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The Responsible Person is required to inform the Bursar of the fee payment plan he/she intends to follow and to commit to this plan at the time of enrolment.

4.3.1 ANNUALLY – PLAN A (EITHER SCHOOL OR HOSTEL FEES OR BOTH)

One payment payable annually in the first week of the first term.
 A discount is applicable.
 Any discount applied will be reversed if payments are not received by due date.

4.3.2 TERMLY – PLAN B (EITHER SCHOOL OR HOSTEL FEES OR BOTH)

Four equal payments, payable termly in the first week of each term.
 No discount is applicable.

4.3.3 MONTHLY – PLAN C (SCHOOL AND HOSTEL FEES)

Eleven equal payments (grade 000 to 11) and ten equal payments (grade 12) payable monthly in the first week of each month, commencing in January.
 No discount is applicable.

4.4 Financial Assistance

The School requires that all Fees are paid in full; in other words, there is no provision for the negotiation of reduced fees. In the event of a Responsible Person being unable to continue paying the Fees, he/she is encouraged to seek external financial assistance.

4.5 Additional learners from the same family

Should a family enrol more than one child in the school a discount may be applicable. For details contact the Bursar.

4.6 Payment of Fees

The preferred methods of payment of Fees are:
 – Debit order arranged by the Responsible Person with the school bursar.
 – Electronic Funds Transfer (EFT)

For security reasons, and for the safety of learners and staff, we do not encourage fee payments to be made in cash on the School premises.

BANKING DETAILS:

Standard Bank
 Gratton College
 Branch Code: 051001
 Account Number: 060261617

FOR OVERSEAS TRANSFERS:

Standard Bank of SA Ltd
 33 Osborn Road, Eshowe
 Tel: +27 860 101 341
 SWIFT code: SBZAZAJJ
 Reference: Initials, surname, and grade of learner

Please e-mail Proof of payment to: accounts@gratton.co.za or bursar@gratton.co.za

4.7 Notes and Conditions relating to School Fees

4.7.1 In order to simplify communication individual invoices are not issued. Instead, all transactions will be reflected on a monthly statement. A separate statement is issued in respect of each Learner. The Responsible Person is requested to check the statement on receipt to ensure that he/she is satisfied with the details.

4.7.2 The Responsible Person has absolute responsibility for the payment of any Fees applicable to the Learner attending the School. If he/she is unclear about any of the financial obligations, the School will on request provide a written explanation. The School will be entitled to recover from the Responsible Person default administration costs and collection costs, as contemplated in the NCA, including legal costs on the attorney and client scale and collection commission to the extent permitted by the NCA, as well as any bank or other charges arising from the reversal of debit orders where funds have not been provided.

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4.7.3 The Responsible Person expressly agrees to the delivery or performance of any Additional Goods/Services and accepts liability for payment thereof. The School will, as far as reasonably possible, give notice prior to providing such Additional Goods/Services. The Responsible Person acknowledges that the Additional Goods/Services are not solicited, within the meaning of the Consumer Protection Act or otherwise and that he/she has expressly agreed to such Additional Goods/Services. Any such Additional Fees will be added to the School account, which will be payable on invoicing.

4.7.4 The Responsible Person confirms that a certificate signed by the Bursar or Head showing the amount owing by him/her to the School shall be rebuttable proof that the said amount is due, owing, and payable. Where the quantum of the School's claim is thereafter disputed by the Responsible Person, he/she shall bear the onus of proving that such amount is not owing and/or due and/or payable.

4.7.5 The Responsible Person takes responsibility for the payment of Fees, by his/her signature(s) of acceptance of the Contract of Enrolment, thereby binding him/herself jointly and severally in his/her personal capacity as surety and co-principal debtor(s) for payment to the School of any amounts which are owing and may at any time become owing to the School by him/her.

4.7.6 The Responsible Person acknowledges that if any instalment, on account of a Fee which is payable, is not paid on the due date, the whole balance of the Fee outstanding will immediately become due and payable by him/her. No indulgence or grant of time by the School will constitute a waiver of its rights under this contract or otherwise.

4.7.7 The Responsible Person is entitled to elect (at enrolment and prior to the beginning of each school year) whether to pay Fees in advance annually, termly, or monthly, the total costs of which will be set out in a Fee schedule and communicated to him/her on enrolment and in advance of any increase in Fees.

4.7.8 The Responsible Person agrees that Fees paid in advance will be deposited by the School and held in accordance with the Consumer Protection Act, but that the School will be entitled to treat the interest, generated from such funds, as income.

4.7.9 The Fees will be reviewed annually and may be increased by an amount which the School considers reasonable. The School shall give at least one term's notice of any increase in the Fees due for a particular term. The Responsible Person has a right to cancel this contract without penalty should the Fees increase to an amount which it no longer wishes or is able to pay, provided that it gives the School one term's written notice of that intention, failing which the cancellation provisions of clause 4.7.10 will apply, and he/she will be required to provide a full term's notice or pay a term's Fees in lieu of notice.

4.7.10 The Responsible Person has the right to cancel this contract at any time, for any reason, provided that he/she gives the School a full term's notice, in writing, of this intention before the withdrawal of the Learner from the School. Alternatively, a full term's Fees (including additional fees pro-rated for the term) is payable to the School in lieu of notice, and as a reasonable cancellation fee considering the nature of the educational services, capacity planning and reasonable potential to fill the vacancy. Such amount is due and payable on the first day of the term which would have been the final term if the appropriate notice had been given. Should the Responsible Person have elected to pay annual school Fees, or should any additional fees have been paid in advance, those Fees will be credited in proportion to the terms remaining, less any amount payable in lieu of appropriate notice.

4.7.11 The School also has the right to cancel the contract at any time, for any reason, provided that it gives the Responsible Person notification, in writing, of its decision to terminate the contract. At the end of the notification period in question, the Responsible Person is required to withdraw the Learner from the School,

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and the School will refund to it the balance of any Fees pre-paid for that period, less anything owing to the School by him/her.

4.7.12 The above is stated without prejudice to the School's other remedies. The School may cancel this contract immediately and has no obligation to return any deposit or pre-paid Fees to the Responsible Person if the latter is in material breach of any of his/her obligations and has not (in the case of a breach which is capable of remedy) remedied the material breach within twenty (20) business days of the issuance of a notice from the School requiring it to remedy the breach. In addition, the School may claim payment of all Fees then owing and damages equal to one term's Fees (as calculated at the time of cancellation) considering the nature of the services, capacity planning and reasonable potential to fill the vacancy, but crediting the amount of any pre-paid Fees and refunding to the Responsible Person any excess above such damages.

5. ADDITIONAL CHARGES

In addition to official School activities, the School organises camps, excursions, sports events, and other activities not covered by Fees; these additional activities also need to be paid-for in advance. The Responsible Person agrees to these costs, of which it is advised via specific letters and/or general newsletters, communicating the reason for these activities. The School reserves the right to debit the Learner's account with these additional charges.

If the Responsible Person is not meeting his/her financial obligations towards the School, the School reserves the right to review a Learner's continued involvement in school activities that are not covered by normal school fees.

6. ABSENTEEISM

Payment of Fees in full is due for absences (illness, suspensions, holidays taken outside the School holidays, etc). In the case of the School suspending a Learner for non-payment of Fees, the balance of any termly or monthly Fee will only be reimbursed if the Responsible Person has confirmed in writing that there is no intention that the Learner will return to the School due to affordability reasons.

7. PAYMENT DEFAULTS

7.1 As all Fees are payable in advance, the School reserves the right to issue a letter of demand for any overdue amount at any time.

7.2 Any account overdue will automatically be deemed to be in default and a letter of demand will be issued to the Responsible Person advising him/her of the School's intent to hand over the account for collection. Legal proceedings to recover the full amount of Fees payable will automatically commence if the balance due is not settled.

7.3 As the Responsible Person is responsible for the payment of Fees in terms of the SA Schools Act, the School reserves the right to recover unpaid Fees from the Responsible Person by due process, irrespective of high person took responsibility for the payment of Fees in the Contract of Enrolment.

8. LEARNER SUSPENSIONS

The School may exclude (suspend or expel) a Learner when Fees are not paid, because the Responsible Person has breached the legal contract to pay Fees. Adequate warning will be given.

8.1 CONSEQUENCES OF SUSPENSION

8.1.1 As the suspension of a Learner from the School is not usually the fault of the Learner concerned, the School has the objective of minimising the consequences of such a suspension for the Learner. However, suspended Learners (with the possible exception of Matric learners – see 8.1.6 below) are not permitted to be

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on the School's property at any time during the period of their suspension. They are therefore excluded from all academic, sporting, cultural, spiritual, and social activities at the School for the duration of their suspension. If they should attend any academic, sporting, or cultural activity at any other school where the School is participating, they may not associate themselves with the School, its learners, or its representatives.

8.1.2 Where the nature of the academic work allows it, teachers are expected to forward notes and other information such as required reading to the suspended Learner for the duration of his/her suspension if it is the intention that the Learner will return to the School. This work may be sent electronically, via a fellow learner or left at Reception for a family member to collect. A suspended Learner is expected to complete all exercises and work sent home and to produce it on his/her return after suspension.

8.1.3 On his/her return from suspension, the onus is on the Learner to ensure that any aspects of the curriculum which he/she missed, and which requires clarification, is caught up. He/she may approach the Heads of Departments, attend regular consolidation lessons, or arrange private tuition to do so.

8.1.4 Any written test which is scheduled during the period of the Learner's suspension must also be forwarded to the Learner (once his/her class has written it) for him/her to complete it at home as an exercise. The Learner must be encouraged to write and mark the test him/herself. Teachers are not expected to mark work done at home by suspended Learners and are also not required to set an 'alternative' test for a suspended Learner to write on his/her return. Teachers will record an 'absent' next to a suspended Learner's name for such assessments. This also applies to any oral assessments.

8.1.5 Where a suspended Learner forms part of a group assessment task, the teacher must ensure that the other members of the group will not be penalised by the absence of one of their members, by making an informed adjustment of the requirements of the task.

8.1.6 If the suspended Learner is in Matric, he/she will be allowed to come to the School specifically to complete any assessments which form part of his/her Matric portfolio. However, he/she may not wear any part of the School uniform and will complete his/her assessment in a separate venue to the rest of the class. The School will arrange a member of staff to supervise such assessments.

Once having completed his/her assessment, the suspended Learner is expected to leave the School property immediately.

9. NOTICE PERIOD

The Board shall be given one term's written notice of termination of enrolment of a Learner, failing which the full amount of the following term's Fees shall immediately become due and payable.

NO EXCEPTIONS WILL BE ALLOWED.

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