





## DETAILS OF ANOTHER CONTACT IN CASE OF AN EMERGENCY

|                                      |  |            |
|--------------------------------------|--|------------|
| SURNAME                              |  |            |
| FULL NAMES AS PER IDENTITY DOCUMENT  |  |            |
| RELATIONSHIP                         |  |            |
| TEL NO (H)                           |  | TEL NO (W) |
| EMAIL ADDRESS (PLEASE WRITE LEGIBLY) |  |            |

## DECLARATION OF ACCOUNT HOLDER

I / We the undersigned, \_\_\_\_\_, hereby certify that the information detailed in this application by the account holder is true, accurate and correct.

I / We, accept joint and several liability to Lion of Judah school for the total amount due and the punctual payment of the once-off fee, school fees, after care fee and any other amounts which may become due and payable to the school or in respect of participation in or attendance of any extracurricular activity, including any legal cost that may arise through a process of litigation, if applicable. The school subscribes to the Consumer Protection Act, where applicable.

I / We accept the Financial Terms and Conditions that have been detailed by the School and submitted to me/us which I/we have understood, accept and agree with, accordingly.

**NB: Signature on the aforesaid document by the Account Holder, Legal Guardian, Stepparents and/ or any other person/s who may be regarded as the responsible person/s for the payment of outstanding amount, as indicated in the said agreement, acknowledge the liability of such amounts that may be outstanding, or become due to the School within the said period.**

|   |                                    |      |
|---|------------------------------------|------|
| NAME OF ACCOUNT HOLDER (AS PER ID DOC)    | SIGNATURE OF ACCOUNT HOLDER        | DATE |
| NAME OF LEGAL GUARDIAN (AS ID DOC)        | SIGNATURE OF ACCOUNT HOLDER        | DATE |
| NAME OF STEPPARENT/S RESPONSIBLE          | SIGNATURE OF STEPPARENT/S OR OTHER | DATE |
| NAME OF PERSON ACTING ON BEHALF OF SCHOOL | SIGNATURE ON BEHALF OF SCHOOL      | DATE |

# FINANCIAL TERMS AND CONDITIONS

## 1. ACCEPTANCE OF LIABILITY

1.1 The person responsible for the Account (hereafter the Account Holder) as set out in the standard Application for Admission (hereafter the Application) herewith assumes liability for the Account, alternatively binds him-/herself as co-debtor and surety for payment of all fees to the School.

1.2 The legal guardian, stepparent/s or any other responsible person/s, as described in the Application, bind/binds him- / herself / themselves as surety and co-debtor for the payment of all fees by the Account Holder or any other payments that may arise from this Agreement.

1.3 In the case of more than one party accepting liability over the said accumulated outstanding amount, it is agreed that the parties would be said to be jointly and severally liable for the said debt, as enacted in line with the law/s, applicable.

## 2. TERMS OF PAYMENT

2.1 It is recorded that fees are determined at the beginning of the year and that the Account Holder is informed of the result in writing.

2.2 This application shall only be considered with the required once-fee payable on submission with the aforesaid application which shall be a non-refundable fee.

2.3 The Account Holder shall immediately inform the School if he / she has not received an invoice at the start of the academic year.

2.4 Fees for 12 (12) months are payable monthly in advance by means of debit order and/or direct payment in the bank account of the school on or before the 7th (seventh) day of each calendar month and/or per term, payable on or before the 1st day of the said term and/or annually in advance as per the date determined by the school, depending on the fee payment option exercised by the Account Holder in the Application.

2.5 The School reserves the right to charge interest of 2% (two percent) linked to prime on all accounts that are in arrears by 90 (ninety) days or longer.

2.6 Payment of monthly fees is not subject to presentation of a statement. Payments are made in accordance with the applicable fee structure of the School.

2.7 In the event where an existing account is / has not been managed in the proper manner, no further Applications will be considered.

## 3. BREACH OF CONTRACT

In the event where the undersigned surety, Account Holder or legal guardian commits a breach of contract of any of the terms of this Agreement, the School may on its sole discretion:

3.1 Claim damages from the Account Holder and / or the surety and legal guardian; or

3.2 Take whatever legal steps that may be deemed necessary.

3.3 Should a student, as a result of behavioural problems or specific scholastic problems, not conform with the ethics of the school, the school reserves the right, after proper consultation, to request the parent/s to remove the student from the school and to deny the student access to the school on the said matter of concern.

## 4. GENERAL

This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement, bill of exchange or other document issued or executed pursuant to or in terms of the Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement, bill or exchange or other document issued pursuant to or in terms of this Agreement shall be binding unless recorded in a written document signed by the parties.

Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.

The school will see to it that the enriched education that is offered by the school also includes the minimum prescribed curriculum (if any) as from time to time prescribed by the government.

The school further undertakes to comply with all statutory obligations and requirements as prescribed by the government.

## JURISDICTION

This Agreement is subject to South African law.

## 6. CREDIT INFORMATION

The Account Holder, surety or legal guardian hereby consents to the disclosure and exchange of personal financial information to a credit bureau or financial institution in accordance with the Credit Act of 2005.

## 7. DOMICILIUM

The parties choose as their domicilia citandi et executandi the addresses set out in section 7 of this Application.

## 8. LEGAL FEES

In the event where the School takes legal action against the Account Holder, he / she will be liable for all legal fees on an attorney client scale, collection costs and commission, interest and tracing fees including any other related fees that may be applica

**. CANCELLATION**

**9.1** The Account Holder undertakes to give a term's notice, as determined by the school's calendar and such notice needs to be concluded in a written notice of termination of the enrolment or admission of a student, failing which the liability will be incurred for the full amount of the following term's fees.

**9.2** The parent/s is/are obliged to give no fewer than 30 school days' prior written notice to the school before removing the student from the school notwithstanding the reason for such removal.

Such written notice must be handed personally to the principal of the school on or before the last day of the preceding school term.

A term shall for the purposes of this application be defined as determined by the school calendar and shall be subjected to the changes of such, without consultation with any parent /s in respect, of the said.

I / we, hereby state under oath that the information provided in the said application is deemed to be true and correct and I / we signed this agreement within a capacity state of mind.

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**FULL NAME OF ACCOUNT HOLDER**

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**SIGNATURE OF ACCOUNT HOLER**

**9.3** Should the parent/s fail/s to give notice as aforesaid, the school will be entitled to recover all unpaid fees and/or interest thereon for the time of the notice period.

**9.4** The School shall be entitled to terminate the enrolment of any student under the following circumstances: Summarily and with immediate effect, if the student is guilty of an offence which, in the sole opinion of the School, renders his / her continued enrolment at the School impossible, in which event the Account Holder, after deduction of all amounts otherwise owing to the School, will be refunded a pro-rata proportion of any fees already paid in advance in respect of such student.

**9.5** In the event of emigration, which is a long process, the School requires no less than 30 school day's, written notice in advance.

**The School is a discipleship school which aims to practise the Christian based faith and will not practise any other religion within the boundaries of the school. (This is in accordance with clause 56 and 57 of the South African Schools Act 84 of 1996.)**

