



*“A child is not an empty vessel to be filled, but a fire to be lit”*

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## **AGREEMENT AND TERMS OF** **BUSINESS FOR 2023**

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## **1. FEES**

On initial enrolment, a non- refundable deposit in the sum of R750 shall be paid to the school. Thereafter Re-registration fees are R500 per year. Registration includes SMS web + D6 Communication

Compulsory fees for the year:

- School Fees to Whizzkidz Academy
- Textbook and workbook fee

We may review these fees yearly but shall inform you of the revised amount before it takes effect.

## **2. PAYMENT**

2.1 We, the undersigned, Parent/s and or Guardian/s \_\_\_\_\_, hereby declare myself/ourselves responsible for payment of the agreed school fees for (learner)\_\_\_\_\_ which is payable in advance. The school fees payable for the year are set out as follows

### **Half Day Fees (Primary School)**

The fees are R2250 per month (for 12 months)

**R2250 x 12 months =R27000**

**R27000/11months = R2455**

### **Full Day Fees**

The fee for full day learners is as follows:

**Primary: R2900 x 12 months =R34800**

2.2 We agree to pay the fees over the 11 month structure, making the fees for Half day Grade 1-7 **R2455** per month from January until November i.e., an 11 month structure. Fee structure will change according to the month that you enroll in the school.

All school fees are payable in advance and in full, whether the learner attends or not, without deduction or set off, before the 7th day of each month for the month concerned.

I /We shall not be entitled for any reason whatsoever to defer or withhold any payment stipulated herein.

2.3 I/We agree to pay the compulsory chosen fees which forms part of the school programme stipulated above.

2.4 The yearly school fees are due and payable by no later than 15 January 2023 to qualify for a 5% discount.

2.5 In the event that we cannot make payment of the school Fees in full, we hereby agree to a payment plan which is calculated as follows:

**Half Day: R27000/11 months = R2 455 per month commencing in January 2023 till November 2023.**

It is specifically agreed that this clause 2.5 is a payment plan and not school fees being paid per month.

2.6 I/We hereby agree that payment in terms of the payment plan is due on or before the 7th day of each month, without deduction or set-off.

2.7 In the event that I/We default on the monthly payment plan, the balance of the fees outstanding will become due and payable immediately.

#### **4. LATE PAYMENT**

4.1 Ismail and Dahya Attorneys (IDA) are nominated for collection of all overdue school fees together with the school's office. Should payment of the school fees in terms of the payment plan not be paid on or before the 7th day of each month, I /We agree to pay an additional 10% of the amount outstanding in respect of collection commission due to IDA.

4.2 Failure to pay school fees and or any other fees due to the school in advance or in terms of the payment plan shall result in the school handing the parent/ guardian/responsible party over to IDA for collection, and reserves the right to exclude the learner from attending school.

4.3 In the event of legal proceedings being instituted against me/us as a result of me/us failing to make payment timeously and/or as a result of my/our failure to comply with any of the terms hereof, I/ We undertake to make payment of all legal costs incurred on an Attorney and Own Client Scale, including collection commission. In such instances, we acknowledge that we may be reported to the Credit Bureau for listing and or other Schools.

## **5. WITHDRAWAL**

I/ We agree to pay all extra-curricular activities on a term basis (i.e., 3 months) at the stipulated fee. I/We acknowledge that if I/we withdraw my/our child from any activity, I/we agree that I/we will give a full month's written notice to the relevant institute. Failure to do so will result in me/ us still being held liable for these fees until such time that proper written notice is given.

## **6. REMOVAL**

In the event that the learner is removed from school, I/we acknowledge that I/we will still be liable for the school fees in full unless the removal takes place before 30 June 2023, in which instance we will be liable for the entire year's school fees less 20%.

## **7. PAYMENT OF FEES**

7.1 Payment of School Fees and extra-curricular activities is to be made in cash at the school premises or paid into the nominated account. Should you elect to make payment by cash, only an official receipt issued by the school shall serve as proof of payment.

7.2 The school fees are payable regardless whether the learner attends school or not.

## **8. TRANSFER**

The school will attempt, as far as possible to accommodate any request made by the parent for the transfer of a learner from half day to full daycare or vice versa. The school requires a one month written notice in order to affect all transfer arrangements.

## **9.HEALTH AND MEDICAL MATTERS**

### **9.1 Illness and infectious Diseases**

No learner will be accepted into the school with an infectious disease and must not return to school until they are deemed medically fit.

### **9.2 Medicine**

The school may administer one dosage of pediatric syrup to the learner for pain and fever, if necessary with permission of

## **GENERAL CONDITIONS**

### **1. PRINCIPAL'S AUTHORITY**

I/We authorise the principal to take and/or authorise in good faith all decisions which the principal considers on proper grounds will safeguard and promote the children's welfare and in the interest of the school.

### **2. ETHOS**

The ethos of the school is to foster good relationships between members of staff, the learners and between members of staff and the parents/guardian. Bullying, harassment, victimization and discrimination will not be tolerated. The school and its staff will act fairly in relation to the Learners and Parents and we expect the same of the Parents and Learners in relation to the school.

### **3. BELONGINGS**

Learners are not permitted to bring jewellery, toys or other valuables with them. The school does not accept responsibility for loss or damage to such items.

### **4. FUNDRAISERS**

All proceeds raised during the fundraiser will be used solely for the enrichment of the school.

### **5. VANDALISM**

Should a learner be found purposefully damaging or destroying school property, the parents will be liable for all cost incurred.

### **6. LIABILITY**

The school does not accept responsibility for loss suffered by the learner or parents or their property whilst on the school premises. Any person using the parking area does so entirely at his or her own risk. The school does not accept any responsibility for injury, damage or loss to visitors, vehicles or property.

### **7. SALE OF FOOD**

The school is permitted to sell a variety of food and shall not be liable in the event that the child accidentally comes into contact with any food or other substance to which he/she is allergic or intolerant to.

## **8. BEHAVIOUR**

Learners are expected to comply with the school's code of conduct and behaviour policy. Aggressive, threatening, retaliatory or abusive behavior are incompatible with the philosophy of the school. The school will not tolerate any physical or verbal abuse or threats towards the school and the staff

## **9. CONCERNS/COMPLAINTS**

Parents who have cause of serious concern or any questions or complaint about the quality of education, safety or treatment of the learner must be made in the first instance to the class educator. In the absence of the class educator, the HOD of the grade. If the concern/complaint is not resolved, parents are advised to address the matter with the school management team. If the conflict continues, the principal will step in to remedy the complaint.

## **10. UNIFORM**

Learners must be in the prescribed school uniform at all times.

## **11. TRANSPORT**

I/We give permission for my/our child to be transported by the arranged school transport or teachers of the school in the event of, inter alia, excursions, sports training, concert practicing etc. The school shall not be liable in the event that the learner gets injured or damage to property.

## **12. OFFICE HOURS**

School phones are only manned between 08:00 – 14:00. Staff members, educators and the management team shall not be required to attend to any phone calls after working hours. Queries to be sent to whizzkid.m@gmail.com

## **13. THIS AGREEMENT**

No relaxation or indulgence granted by either party to the other for the due fulfillment of the obligations of the party who is granted such indulgence shall be construed or operate as a waiver of the rights of the party granting such indulgence, nor shall any such indulgence be construed as a novation of the terms and conditions of this Agreement.

No variation of the terms and conditions of this Agreement shall be effective and binding unless reduced to writing and signed by the parties.

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For all purposes arising out of this agreement, including the giving of any notice, the making of any communication or the payment of any money and the serving of any processes, the parties respectively choose domicilium citandi et executandi as it appears on the first page of this agreement.

For the purpose of all or any proceedings hereunder the parties hereby consent to the jurisdiction of the Magistrate's court in terms of section 45 (1) of the Magistrate's court Act, No. 32 of 1994, as amended

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I/We, the undersigned, hereby confirm that I/we have the necessary capacity to enter into this agreement and indemnify Whizzkidz Academy and its staff against any form of injury, damage or loss that may occur during school hours or during extra - curricular activities.

The parties acknowledge that this Agreement constitutes the entire agreement between the parties and no representations, warranties, promises or the like made during negotiations or prior to the conclusion hereof shall be of any force or effect.

Signed at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

The School Principal: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_

Class Teacher: \_\_\_\_\_

As witnesses:

1.  
\_\_\_\_\_

\_\_\_\_\_  
(insert name)

2.  
\_\_\_\_\_

\_\_\_\_\_  
(insert name)