



Boksburg Educational Centre (PTY) LTD

Reg nr: 2016/044423/07
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CONTRACT

Entered into between:

Centre

Boksburg Educational

And

(Name of Parents or guardian)

1. DEFINITIONS:

Except where the context indicates to the contrary, the following apply:-

- “Business day” is as defined in section 2(6) of the CPA.
- “Student” means each and every child enrolled at the academy as appears from the properly signed registration form by the parent of the child/children.
- “CPA” the Consumer Protection Act 68 of 2008 including regulations
- "Due date" means the close of business on the third business day of each month.
- “Notice period” means 20 business days.
- “Parent” means the legal guardian of the child.
- “Registration form” means the registration completed by the parent for enrolment of the learner at the Academy
- “Academy” means Boksburg Educational Centre (BEC)
- “Hours” means Time Slot
- “Cancellation of contract” means termination of service

2. RESPONSIBILITIES OF THE PARENT

- 2.1 The parent must register their child as a homeschooler at the Department of Education.
- 2.2 The parent is responsible for the learning material and stationary of the child.
- 2.3 After researching a few possible options for study material we as the developmental team of the academy decided to give the parent the options between Impact and **Alpha** Curriculum both are in line with the Caps curriculum and are very supportive to the parent and the tutor.
- 2.4 The parent therefore communicates directly with **Alpha/Impaq** regarding the study material and purchasing of the material.
- 2.5 The parent has the responsibility to see that the material is available to the tutor without any delay.
- 2.6 The parent needs to be actively involved in the homework and projects.**
- 2.7 Each child is allowed to work at his own level and own pace, but there is an academic plan for the year.
- 2.8 In order to reach the set goals for the year, the child needs to work at a consistent pace.

3. THE ROLE AND RESPONSIBILITIES OF THE TUTOR

- 3.1 Boksburg Educational Centre is an academic institution that offers tutorial services from grade 1 to grade 9.
- 3.1 The tutor will support the parent in the education of their child.
- 3.2 The tutor will support with the schoolwork, explain projects, support with the assessment preparation, etc.
- 3.3 All assessments will be supplied by **Alpha/Impaq** and they are also responsible for the marking of papers.
- 3.4 The tutor will not take responsibility for homework or assignments not submitted by the Student or any late submissions.**
- 3.5 The tutor undertakes to do all preparation prior to lessons and to structure lessons in such a way as to optimize time to the benefit of the Student. For the “time slot” hours dedicated to the student.
- 3.6 The Tutor shall keep all information of the Student confidential. Where necessary other parties (Educational Professionals) will be contacted to assist in the education process of the Student with permission of the Parent/Guardian.
- 3.7 The Tutor shall at no time be required or obliged to execute homework or assignments on behalf of the Student.**
- 3.8 The Tutor shall not assign any of her/his duties or obligations under this tutoring contract to a third party without the written permission of the Parent/Guardian.
- 3.9 The Student will receive therapeutic intervention during the hours at the centre from the Tutor as part of the daily program, compiled by our therapeutic team.
- 3.10 The Tutor makes no promises or warranties with regard to a Student’s performance as a result of any tutoring provided.

4. OBLIGATIONS OF THE STUDENT

- 4.1 The Parent/Guardian explains to the Student to agree that assignments, exercises, or homework form an integral part of tutoring and that he/she undertakes to complete such work timeously.**

5. FIXED FEE STRUCTURE:

- 5.1 In consideration of the academy's undertaking to provide the services contained herein, the parent agrees to pay the fees and related costs as agreed, to the academy on or before the 1st of every month.
- 5.2 Fees are based upon the student's/parent's undertaking to attend all lessons as stipulated in the schedule and no discount or refund shall be given in respect of lessons not attended by the student.
- 5.3 Fees are calculated according to the times agreed and stipulated in the schedule and no adjustment shall be made for time lost because of late arrival by the student. Any lost time because of late arrival of the Tutor shall be compensated for by extending a lesson by mutual agreement and by the amount of time that was lost.
- 5.4 Except where the parties, specifically and in writing, agree to a different arrangement, the fees are payable monthly on or before the due date, in advance.
- 5.5 When fees are not paid as per agreement, the child will not be allowed to attend classes.
- 5.6 Should payments not be made as per the agreement, the account will be handed over to **CeeBee Debt Management Services (PTY) LTD** for collection.
- 5.7 The academy's fee structure is as follows: 2024**

	Payment Frequency	Fee
Independent learners	January – December	
Centre fees		<i>R3800 per month</i>
Enrolment Fee	Once off	<i>R800</i>
Maths classes	After School	<i>R250 per hour</i>
Science classes	After School	<i>R250 per hour</i>

- 5.8 While fees are due monthly in advance by the 1st of every month, we reserve the right to refuse admission if any part of the fee remains outstanding by the due date.
- 5.9 Absenteeism for any reason whatsoever does not entitle any parent to any refund.
- 5.10 A parent with more than one child at the academy is entitled to a deduction from the fees of the second child.(REFER TO FEE STRUCTURE FOR 2024)

5.11 Fees payable for 12 months (January-December)

6. STRUCTURES OF ENROLMENT

- 6.1 Upon the signing of this contract an amount of R 800. Non-refundable registration fee.
- 6.2 Provided that the Student remains eligible for enrolment at the academy.
- 6.3 Once this contract has been signed and a place allocated to a learner it is the parent's responsibility to assure that the Student will attend the academy as arranged. If the parent fails to take up the allocation within a period of a week the academy is entitled to retain the registration fee and cancel the registration.

7. PAYMENTS

Internet Banking is the preferred method of payment for fees. Banking details are as follows:

Bank: FNB

Branch code: 250655

Account Number: 62592366100

Account Name: Boksburg Educational Centre

Please use your child's name and surname as the Beneficiary Reference.

8. TIME TABLE, DATES AND TIMES OPEN

9.1 The academy undertakes to tutor the Student during the following hours:

- Monday to Friday – 08:00 am to 2:00 pm or as arranged.
- We will be closed during public school holidays and long weekends.
- Should the public holiday fall on a Thursday or Tuesday, the academy will be closed on the next day, Friday, or the preceding day, Monday.

9. GENERAL TERMS AND CONDITIONS

10.1 The Parent/guardian shall be entitled to 30 days written notice of increases in fees in terms of section 14(3)(c)(i) and (ii) of the CPA

10.2 If it becomes necessary for the academy to institute any legal proceedings to recover any fees owing to it by the parent/guardian, the academy shall be entitled to recover from the parent/guardian all legal costs incurred by it on the attorney and client scale.

10.3 The parent/guardian agrees to his/her personal contacts details such as cellular phone numbers and email addresses be entered into the academy's registry for the purpose of communication, parent information, or functions and emergencies. It is further agreed that the school shall NOT be entitled to make these details available to third parties without the parent's express permission.

10. CANCELTION OF CONTRACT

11.1 We as Boksburg Educational Centre render the right to terminate a contract at any time due to misconduct of a child or parent or non-payment.

11.2 Should the parent/guardian wish to terminate the agreement, a full calendar month written notice must be submitted to the academy and all outstanding fees MUST be paid in full. However, termination of the agreement will not be accepted for the month of NOVEMBER.

11. RELAXATION OF TERMS

No relaxation, indulgence, waiver, or release by any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms.

12. WHOLE AGREEMENT

This agreement constitutes the entire understanding between the parties with regard between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

13. The Parent/Guardian enters into this tutoring contract on behalf of the student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

14. INDEMNITY:

15.1 The parties recognize and acknowledge the impetuous and impulsive nature of children. In view of this, all persons in charge of the child at the academy have been instructed to take every precaution to the best of his/her ability to ensure the child's safety. However, neither they nor any persons connected to BEC will accept any liability for any claims arising from any accident or injury to the child due to criminal acts or acts of negligence by outsiders or incidents that fall outside the responsibilities and duties of the acting with due diligence and care and in the course and scope of their duties. Furthermore, the Parent agrees to waive and abandon any claims, which may, at any time, arise as aforesaid, both in the Parent's personal capacity, and in the Parent's capacity as a parent or as guardian of the child, and the Parent expressly indemnifies the supervisor or such authorized person against any claim which may arise or be instituted unless criminal negligence is proven against such owner, supervisor or tutor in a court of law.

152The Parent agrees that in an emergency requiring medical attention or hospitalization, the Owner, Tutor, or supervisor of the group, or, in her absence, any other responsible person connected with it, may give the required permission and sign the necessary consent for the child to be subjected to surgery or other medical treatment, provided that this will be executed on the advice, and under the supervision, of a medical doctor. Furthermore, the Parent accepts responsibility for and agrees to bear all medical costs and expenses in relation to the Parent's child under these circumstances.

153The Parent/Guardian does not have any objection child's photos being used on the Boksburg Educational Centre Web page and also for promotional material.

We the mother/father/guardian of the child _____(Name of child), hereby agree to accept and abide by the terms and conditions governing BEC, with which we declare ourselves fully acquainted.

This done and signed at _____
_____(Month) 20__(Year).

(Place)_____
_____ on the (Day)
_____ of
(Month)_____

(Year)_____

Mother/Guardian

Father/Guardian

Academy admin

Witness 1

Witness 2