Finance Contract:

**Learner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Grade \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FINANCIAL CONTRACT 2018**

1. **THE AGREEMENT**

The school undertakes the education and tuition of the learner within the terms and conditions set out.

1. **ADMISSION**

Admission is liable, in accordance with the conditions set out in the admission policy.

1. **BEHAVIOUR**

The learner will abide by all the school rules set out in the code of conduct of which terms and conditions form an integral part of this agreement. This is available from the office.

1. **TUITION FEES**

In accordance with Article 39 of the S.A. School Act, 84/ 1996, a public school may only determine the school fees if the majority of parents agreed to the fees, as per article 83 (2), at a general meeting.

According to article 40 of the S.A. Schools Act, 84/ 1996 the parent undertakes to pay the subscribed school fees as set out. A parent is liable for the payment of school fees in accordance with article 39, unless he is exempt by law from paying.

**In accordance with Article 39 of the S.A. School Act, 84/1996**

1. A parent is liable to pay the school fees determined by the Governing Body.
2. The Governing Body may, by process of law, enforce the payment of school fees by parents who are liable to pay in terms of section 40 and 41.
3. Living, biological parents are jointly and severally liable for the payment of school fees irrespective of their marital status.
4. Legal action may be taken against **BOTH** parents regardless of any maintenance or court actions between parties.
5. Parents, who are unable to pay, may apply for exemption or partial exemption, before the end of **February** of each year.
6. Outstanding school fees are handed over for collection after the **15th of April** each year. You will be liable to pay all collection fees, as well as the legal costs between attorney and client, if the Governing Body of the school finds it necessary to take legal action against you for the non-payment of school fees and / or any other money outstanding.
7. School fees are payable annually or monthly in advance, subject to payment conditions set out below.
8. **PAYMENT CONDITIONS**

5.1. School fees are payable in advance and fall under the following categories:

* + 1. A **R500** discount is given if the amount is paid in *full* by the end of **February**.
    2. School fees are payable for 11 months from January - November of each year.

5.2. **Please note that as a concession to parents, the school fees may be paid in monthly instalments. It is an explicit term of this agreement that in the event of default the full amount due for the year will immediately become due and payable.**

1. **BOOKS**

Parents are responsible for any text books or media books misplaced by their children. The replacement value must be paid in cash.

1. **IN BREACH OF CONTRACT**

If any portion of this contract is not adhered to, the school has the right to take legal steps in court to claim any outstanding payments. The parents are then liable to pay all collection fees as well as the legal costs, plus interest between attorney and client.

Education and Tuition Contract Between:

**Monument Primary School and The Governing Body**

(The School)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Full Name & Surname of BOTH Parents / Legal Guardian**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ID Number of BOTH Parents**

1. **PAYMENT OPTIONS AND PAYMENTS**
   1. We, the parents / legal guardians, undertake to pay school fees by using one of the following payment options.

Parents / legal guardians are jointly and severally liable regardless of their marital status.

* 1. We understand that school fees are payable in advance.
  2. The school fees are subject to change until a decision is made at the Annual General Meeting.

|  |  |  |  |
| --- | --- | --- | --- |
| **Choose one option:** |  | **Total:** | **🗹** |
| **ONCE OFF PAYMENT**  Payable before end of **February** | R450 x 1 month  R960 x 10 months = R10,050 minus **R500** discount | R9,550 |  |
| **DEBIT ORDERS** | R450 x 1 month (January)  R960 x 10 months = R10,050 (February – November)  =R10,050 minus **R200** discount  **(Schools preferred choice)** | R9,850 |  |
| **MONTHLY BY DEBIT CARD AT SCHOOL / EFT** | R450 x 1 month (January)  R960 x 10 months = R10,050 (February – November)  ABSA BANK  ACCOUNT NAME: MONUMENT  ACCOUNT NUMBER: 980 148 114  BRANCH CODE: 632 005  REFERENCE: FAMILY CODE & SURNAME  EMAIL: [nola@monumentkzn.co.za](mailto:nola@monumentkzn.co.za)  FAX PROOF OF PAYMENT: 036 6376061 | R10,050 |  |

8.4 Application forms for exemption or partial exemption of school fees is available from the principal.

8.5 Parents that want to apply for exemption or partial exemption of school fees must do so before the end of **February** of the new year.

**DECLARATION BY THE PARENT / LEGAL GUARDIAN**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name & Surname **(Father)** / Legal Guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID Number **(Father)** / Legal Guardian

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHYSICAL ADDRESS OF FATHER / LEGAL GUARDIAN**

**I,** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name & Surname **(Mother)** / Legal Guardian

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ID Number **(Mother)** / Legal Guardian

Residing at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PHYSICAL ADDRESS OF MOTHER / LEGAL GUARDIAN**

**Hereby declare:**

1. The information submitted in this application form to be true and correct. Submitting false information on this form will result in the application being unsuccessful.

2. We, parents / legal guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in Grade \_\_\_\_\_\_\_\_ undertake:

2.1. to ensure that my child attends school regularly and should my child be absent from school for any reason, I will notify the principal, preferably in writing, stating the reason(s) for absence;

2.2. to contribute to the school fees in terms of sections 39 and 40 of the South African Schools Act, Act Nr. 84 of 1996;

2.3. to pay all costs incurred for damage done or losses caused by my child to school property and departmental books and equipment.

2.4. to see that my child will at all times be dressed in the prescribed school uniform.

3. We agree that the principal or his / her designates may act in loco parentis in the event of any injury or accident in which my child may be involved.

4. **We accept the conditions as set out in the code of conduct of the school.**

Thus signed at \_\_\_\_\_\_ on this day of 20\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINCIPAL

**MONUMENT PRIMARY SCHOOL**

Thus signed at on this day of 20\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FATHER / LEGAL GUARDIAN**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MOTHER / LEGAL GUARDIAN**