

# BERTHARRY ENGLISH PRIVATE SCHOOL

Knowledge is power, in God we trust

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Umalusi Accreditation No: 24 SCH01 01118

## CONTRACT OF ENROLMENT

This Contract of Enrolment (“Contract”) is entered into between Bertharry English Private School (“the School”) and the undersigned Parent/Guardian (“the Parent/Guardian”) of the Learner named below.

### 1. Definitions

- 1.1. “**Contract**” refers to this agreement and all related policies that govern the enrolment and attendance of a Learner at the School.
- 1.2. “**School**” refers to Bertharry English Private School.
- 1.3. “**Parent/Guardian**” refers to the individual(s) responsible for signing this Contract and ensuring the Learner’s compliance with the School’s terms and conditions.
- 1.4. “**Learner**” refers to the child being enrolled under this Contract.
- 1.5. “**Fees**” refers to all monetary amounts due to the School, including but not limited to tuition, additional fees for extracurricular activities, and any other charges communicated by the School.
- 1.6. “**Termination**” refers to the ending of this Contract by either the Parent/Guardian or the School under the conditions specified herein.

### 2. Purpose and Scope

This Contract sets forth the terms and conditions for the enrolment of the Learner at Bertharry English Private School, including the rights and obligations of both the School and the Parent/Guardian.

### 3. Language of Instruction

The language of instruction at the School is English. The Parent/Guardian acknowledges that the Learner must be able to understand English sufficiently to make academic progress.

### 4. Educational Standards

- 4.1. The School is committed to maintaining high educational standards. If additional lessons are recommended for the Learner, in Grades 7–12, the Parent/Guardian agrees to follow the School’s advice in the interest of the Learner’s academic success.
- 4.2. The school undertakes to provide tuition to a Learner who is deemed to be duly registered.

## 5. Fees and Payment Terms

- 5.1. **Payment Schedule:** All school fees for Grades R to 12 are payable in 11 installments from January to November. In the event that a child is enrolled late, an alternative payment schedule will be arranged to ensure that the annual fees are fully covered.
- 5.2. **Registration and Re-Registration Fees:** The registration or re-registration fee is separate from the school fees. Learners will only be enrolled or re-enrolled at Bertharry English Private School upon payment of the registration fee, refundable deposit and the first month's school fees. This initial payment confirms the Learner's place at the School and must be made prior to the commencement of the academic year or term.
- 5.3. **Refundable deposits:** A refundable deposit fee of R500.00 is required upon registration. This deposit will be refunded when the learner leaves the school, provided no deductions are necessary for damages or losses to school property. Deductions will be made based on the cost of repairs or replacements.
- 5.4. **Payment method:** Payments must be made through debit order, card payments at the school, or electronic funds transfer (EFT). Proof of payment must be emailed to the school at [bertharry@bertharryschools.co.za](mailto:bertharry@bertharryschools.co.za). The school operates primarily as a cashless institution. However, cash payments may be accepted for specific non-administrative endeavors, such as fundraising events, school activities, or condolence programs. The school is not responsible for cash or cheques not officially received and acknowledged by the school office.
- 5.5. **Exclusions:** School fees do not cover textbooks, stationery, uniforms, camps, tours, excursions, or transport for sports events. Textbooks and uniforms must be purchased on the school premises. Additional information is available at [www.bertharryschools.co.za](http://www.bertharryschools.co.za)
- 5.6. **Late Payment:** Fees are due by the 7th of each month. Late payments will incur a penalty of 10%. If fees remain unpaid for one month, the following actions will take place:
  - 5.6.1. **Notification:** Upon non-payment by the due date, the School will issue a formal verbal or written notice to the Parent/Guardian, specifying the outstanding amount and the application of the late payment penalty. The notice will provide a grace period of 4 days within which the fees must be paid to avoid further action.
  - 5.6.2. **Consultation Efforts:** If payment is not made within the grace period, the School will make reasonable efforts to contact the Parent/Guardian through phone, email, and written correspondence. The purpose of this communication is to arrange a meeting to discuss the reasons for non-payment and to explore possible solutions, including the establishment of a revised payment plan.
  - 5.6.3. **Exclusion from Class:** If the outstanding fees remain unpaid or if no satisfactory payment arrangement is made the Learner may be excluded from attending classes. The exclusion will remain in effect until the full outstanding amount is paid or until the Parent/Guardian and the School agree upon an alternative payment schedule.
  - 5.6.4. **Legal Action:** In cases of persistent non-payment after exclusion, the School may initiate legal proceedings to recover the unpaid fees. The Parent/Guardian shall be liable for all costs associated with such legal action, including attorney fees, court costs, and any other expenses incurred by the School in enforcing this agreement.
  - 5.6.5. **Reinstatement:** Upon full payment of the outstanding fees or the acceptance of a revised payment plan by the School, the Learner shall be promptly reinstated to their classes.
- 5.7. **Annual Fee Adjustment:** The amount of school fees for each grade is subject to change on an annual basis. Bertharry English Private School publishes the school fees for the upcoming year before 31 December each year. The school fees will be made available either on the School's website or physically at the School, where parents can inquire about the updated fees. It is the responsibility of the Parent/Guardian to acquaint themselves with any changes to the school fees. The Parent/Guardian will be charged based on the published amount for that academic year.

## 6. Parent/Guardian Responsibilities

The Parent/Guardian agrees to:

- 6.1. Ensure the Learner's punctuality and regular attendance.
- 6.2. Provide notifications and necessary documentation if the Learner is ill or absent.
- 6.3. Supervise and ensure completion of homework and studies.
- 6.4. Ensure the Learner adheres to the School's uniform requirements.

It is important to note that missed lectures, tests, and examinations cannot be made up. The school does not offer compensatory sessions or alternative assessments for absences.

## 7. Legal Clauses

- 7.1. **Indemnity:** The Parent/Guardian indemnifies and holds harmless the School, its Board of Directors, staff, and representatives against any claims, losses, damages, or expenses arising from the Learner's enrolment, except where such losses are due to the School's gross negligence or willful misconduct.
- 7.2. **Limitation of Liability:** The School is not liable for any loss, damage, or injury to persons or property on School premises or during School-related activities, except where caused by the School's gross negligence or willful misconduct.

## 8. Review and Updates

This Contract and the School's policies are subject to annual review and updates. The Parent/Guardian will be notified of any significant changes and is required to acknowledge these updates.

## 9. Refund policy

All requests for refunds of tuition fees, deposits, or any other payments made to the school are subject to the school's refund policy. This policy outlines the specific conditions under which refunds may be granted

## 10. Permission granted for Marketing

By signing this contract, I hereby grant Bertharry English Private School permission to take and use photographs and videos of the enrolled Learner for marketing and promotional purposes. This may include, but is not limited to, posting on social media platforms, billboards, and the school's website.

## 11. Termination and Notice Requirements

- 11.1. **Termination by Parent/Guardian:** The Parent/Guardian may terminate this Contract by providing three months' written notice. Failure to provide the required notice will result in a penalty of one term's fees.
- 11.2. **Termination by School:** The School reserves the right to terminate this Contract with immediate effect if the Learner fails to comply with the School's Code of Conduct or if fees remain unpaid for more than two months.

11.3. **Early Withdrawal Penalty:** In the event of early withdrawal without proper notice, the Parent/Guardian will be liable for one full term's fees in lieu of notice.

## **12. Dispute Resolution**

In the event of a dispute between the Parent/Guardian and the School, the parties agree to first attempt to resolve the matter amicably through direct communication. If the dispute cannot be resolved, the matter shall be referred to mediation before any legal action is taken. The mediator will be selected by mutual agreement, and the costs of mediation will be shared equally.

## **13. Governing Law and Jurisdiction**

This Contract is governed by the laws of South Africa. Any disputes arising out of or in connection with this Contract shall be resolved in the courts of the relevant jurisdiction.

## **14. Force Majeure and Unexpected Events**

In case of unexpected events like natural disasters, political problems, or strikes, the school will do its best to restart classes quickly. However, there will be no refunds for the time when classes are paused because of these events. Additionally, no refunds will be given if a Learner is suspended or expelled due to bad behavior. All Learners must start their courses on the agreed date.

## **15. Confidentiality**

The Parent/Guardian and the School agree to maintain the confidentiality of all sensitive information exchanged during the term of this Contract. This includes personal data of the Learner, academic records, and any other private information. The School will handle personal data in compliance with the **Protection of Personal Information Act (POPIA)**.

## **16. Acknowledgment and Acceptance**

By signing below, the Parent/Guardian acknowledges having read, understood, and agreed to the terms and conditions outlined in this Contract.

## **17. Legal Handling**

Non-payment of school fees may lead to legal action. If Bertharry English Private School initiates any action to recover outstanding amounts, the parent/guardian will be liable for all associated costs, including attorney fees and interest. Additionally, late payments will be handed over to debt collectors, with any extra costs incurred being the responsibility of the payee.

**18. Declaration**

I, \_\_\_\_\_ identity number \_\_\_\_\_ have read and understood all the terms and conditions as outlined herein. I hereby declare that I accept all of them.

**Signature**

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

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Parent /Guardian

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Witness/ Class Teacher

Name \_\_\_\_\_ Signature \_\_\_\_\_  
Admin