

## 8. TERMS AND CONDITIONS

- 8.1. Aftercare fees and administration costs for the year 2024 will be R 500 per month for each child. Aftercare fees and other administrative costs will be reviewed and adjusted annually by the management of the Aftercare. Such adjustments will become effective on the 1st January each year. ✓
- 8.2. Annual registration fee of R200.00 per child per year shall be payable on registration of a child upon signature of this contract ✓
- 8.3. Annual aftercare fees are payable in 11 equal monthly instalments on the 1st day of each calendar month, in advance and without demand (without exception)
- 8.4. Where aftercare fees are paid yearly in advance, the amount payable will be equivalent to twelve (12) times the monthly fees applicable as determined and advised from time to time
- 8.5. Interest at the rate of 2% above prime (as determined by first national bank) per month will be levied on all late payments
- 8.6. All aftercare fees may be paid by either bank transfer or by cash only.

Bank Name: ABSA  
Branch Name: BEN SWART  
Branch Code: 632005  
Account Number: 50490033  
Account Name: L/s Eben Swemmer  
Reference: A/F Learner name and Grade

- 8.7. This contract is signed subject to an initial six (6) month probation period. If during this period any monthly aftercare fee is paid late or not at all, this contract may be immediately cancelled without prejudicing the right of Aftercare to claim aftercare fees up to the date of cancellation.
- 8.8. The management of the Aftercare and School Governing Body will have the right to utilize any monies paid by parents to the Aftercare for any reason whatsoever and to apply such payments to offset any arrear Aftercare and aftercare fees

## 9. LEARNER SUPPORT, SUPERVISION AND MATERIAL:

- 9.1. The Aftercare will provide the learners with homework support and guidance for the completion of work assignments. The facilitators will make available all resource material necessary for the facilitation of this function.
- 9.2. The learner will be always monitored during aftercare by facilitators who will ensure that the learner is properly supervised and cared for
- 9.3. The learner will receive a meal and parents are **REQUESTED TO INFORM THE AFTERCARE ASSISTANCE IF ANY CHILD HAS ALLERGIES REGARDING FOOD PREPERATION** ✓
- 9.4. The facilitators will liaise with the educators to ensure that prescribed homework assignments are completed during aftercare work sessions ✓
- 9.5. The Aftercare will provide the learner with the required aftercare learner support and material together with related study aids. Should the learner require additional support material, for whatever reason, this cost will be borne by the parent/s or guardian/s
- 9.6. The Aftercare will provide the aftercare support for the learner as prescribed in this agreement
- 9.7. Any additional learning aid required to support the learner necessary for the effective transfer of knowledge, will be borne by the parent/s or guardian/s

- 9.8. Any Aftercare textbook or resource material loaned by/to a learner which is lost, broken, torn, written on or damaged in any way, howsoever caused, shall be replaced at the parent/s or guardians/s cost

## **10. CONTRACT TERM AND NOTICE OF WITHDRAWAL:**

- 10.1. This contract will be binding upon the parent/s or guardian/s for a period of ELEVEN (11) months from the date of inception and thereafter be effective on a calendar year basis. Parent/s or guardian/s will therefore only be able to withdraw their child from the aftercare at the end of December each year, subject to the giving of **three (3) full months written notification to this effect.**
- 10.2. This condition may be waived, where parent/s or guardian/s are relocating and or changing the Aftercare for learner where Aftercare is being provided.
- 10.3. In such case, a full calendar month **written notification** for consideration and approval by the Aftercare Management.
- 10.4. These conditions will not be waived for any reason, other than for that stated in clause 10.2 above

## **11. NOTIFICATIONS:**

- 11.1. All notices and correspondence between the Aftercare and the parent/s or guardian/s should either be given in writing, by
- 11.1.1. letter,
  - 11.1.2. e-mail,
  - 11.1.3. WhatsApp,

**The Aftercare Supervisor is Mrs L Kroukamp:**

**Email : [lakroukamp@gmail.com](mailto:lakroukamp@gmail.com)**

**Complaints email: [complaints.es@gmail.com](mailto:complaints.es@gmail.com)**

- 11.2. The Aftercare however reserves the right to prescribe which form of communication it would prefer to be communicated to in and all written notifications and correspondence must be by either in electronic form or hand delivered
- 11.3. Both parent/s and/or guardian/s are required to inform the Aftercare within 7 days of any change to information provided in this contract. Such notification should be in writing as per clauses 11.1 and 11.2 above. Failure to do so will be regarded as a material breach of this contract

## **12. PARENT INVOLVEMENT**

- 12.1. Both parent/s or guardian/s agree to attend feedback meetings when requested to do so by the aftercare management.
- 12.2. Both parent/s or guardian/s agree to maintain good effective relationships with all the aftercare educators and to contribute to the nurturing of a healthy spirit within the aftercare
- 12.3. Both parent/s or guardian/s agree to take appropriate and necessary corrective action to address behavior indiscipline and/or Aftercare work related problems of their child / children as observed and notified of by an aftercare educator

## **13. PERSONAL HYGIENE AND HEALTH**

- 13.1. Parent/s or guardian/s agree that appropriate and necessary action, including the summoning of a medical doctor, if deemed necessary by the aftercare management to provide treatment to their child, will be permitted and will be for the expense of the parent/s or guardian/s
- 13.2. Parent/s or guardian/s will immediately inform the Aftercare of any and all medicine being prescribed by a medical doctor for the treatment of an ailment or allergy of a diagnosed disorder of the child/children, **No medication may be given without the written request from the parent**

13.3. Parent/s or guardian/s will ensure that their child/children, is/are well always groomed and will ensure that their child/children abide by the aftercare conduct codes at all times

13.4. Parent/s or guardian/s agree, that despite all efforts by the Aftercare management to ensure the safety and well-being of the child/children, that neither the aftercare, its management, and staff, contractors, may be held liable for any loss of whatever nature and howsoever caused.

#### **14. LEARNER BEHAVIOUR AND WORK ETHIC**

Parents confirm that they have explained to and that their child understands the conditions and implications of Laerskool Eben Swemmer's code of conduct:

##### **14.1. CODE OF CONDUCT**

14.2. The Learner (name) \_\_\_\_\_ understands and undertakes to abide by the code of conduct, rules and regulations of the Aftercare and confirms that they have read and understand what they are committing themselves to;

14.2.1. I submit myself to the authority of the aftercare educators and to the related disciplinary code and procedures and will adhere to the rules of this Aftercare as put forth in this document

14.2.2. I undertake to be loyal and true to my fellow learners and those in authority over me

14.2.3. I agree to abide by these rules and procedures, as amended from time to time and understand that these rules are in place for my protection and goodwill

14.2.4. I acknowledge and accept the rights of my fellow learners and Educators and will not hinder any of them in their process of learning and work respectively

14.2.5. I will be polite and respectful towards others

14.2.6. I will present myself, my Aftercare and surroundings in a neat and tidy manner

14.2.7. I will be just in my opinion of others and have the attitude of conciliation and reconciliation

#### **15. GENERAL AFTERCARE RULES:**

These rules must be read in conjunction with the Intervention, Use of electronic device Policies and Disciplinary Procedure of Laerskool Eben Swemmer

##### **15.1. GIRLS:**

15.1.1. No make-up and nail varnish permitted whether clear or colour (under any circumstances)

15.1.2. Following jewellery items permitted only: wristwatch, one pair sleeper (thin gold or silver) or stud earrings (gold or silver with no stones) and Christian wrist bands

15.1.3. Hair must be tied up if longer than shoulder length. No braided hair will be permitted \*  
Aftercare clothing to be clean and ironed

15.1.4. No colouring of hair is permitted under any circumstances

##### **15.2. BOYS:**

15.2.1. Hair to be cut short, above ears and shirt collar, Schoolboy style. No designs, braids or styling will be permitted

15.2.2. No make-up or colouring of hair permitted under any circumstances

15.2.3. Following jewellery items permitted only: wristwatch, Christian wrist bands Aftercare clothing to be clean and ironed

### 15.3. CLASSROOM RULES:

- 15.3.1. Only approved stationery will be allowed at aftercare classes
- 15.3.2. No running in any aftercare classroom
- 15.3.3. No talking to fellow learners in aftercare classroom
- 15.3.4. No chewing or possession of gum when in Aftercare uniform
- 15.3.5. No eating or drinking in classrooms
- 15.3.6. Remain seated in chair at all times, unless summonsed by an educator

### 16. PRENTS UNDERTAKING

- 16.1. Both parent/s or guardian/s undertake to ensure that their child abides by these rules and regulations as it relates to their child's behavior and conduct, as amended and / or implemented from time to time

### 17. RIGHT OF ADMISSION:

- 17.1. Both Parents/guardians accept that the Aftercare has the sole right to accept or reject any child making application for enrolment and if successful.
- 17.2. Parent/s or guardian/s agree to work together with the Aftercare management in the effective and amiable resolution of any conflict situation and agree to (first) exhaust all avenues at reconciliation before resorting to the involvement of any (other) external source
- 17.3. Both parent/s or guardian/s confirm that they have read and have understood the contents of this contract and the terms and obligations to which they bind themselves.

### 18. BREACH OF CONTRACT / DEFAULT:

- 18.1. Should the aftercare fees or any part thereof not be paid on the due date as indicated in clauses **8.1 to 8.7** above, or should both the parent/s or guardian/s not comply with any of the terms as stipulated in this contract, then the management of the Aftercare may, without prejudicing any of its rights in terms of this contract, be entitled to;
- 18.2. Demand from both parents for the immediate payment of the outstanding amount/s due and payable upon either written, or electronic or telephonic request to do so!
- 18.3. The management of the Aftercare will have the right to recover the costs incurred in following up with parents who are in arrears with aftercare fees, either by telephone, sms, WhatsApp or email. The management will furthermore also have the right to recover the costs of advising parents in arrears by letter where all previous forms of communication has failed in the collection of such arrear aftercare fees
- 18.4. Should both parent/s or guardians/s not comply with this demand, then the management of the Aftercare has the right to either, after giving both the parent/s or guardian/s 7 (seven) days written notice to this effect, to cancel the contract of tuition with immediate effect and / or to refer the matter to a debt collector and / or attorney for collection of outstanding fees
- 18.5. Should the management of the Aftercare choose to refer the matter to a debt collector and or attorney in terms of this contract, then all costs relating to such collection shall be borne by (both) parent/s or guardian/s without prejudice to any of the rights of the Aftercare in terms of this contract.
- 18.6. Should the management of the Aftercare choose to cancel this contract as a result of a breach of any of the terms or conditions of this contract, either for a first-time breach or for repeated breaches, then both parent/s or guardian/s will be required to immediately remove the learner/child from the Aftercare premises and pay all arrear aftercare fees up to the date of termination of this contract

18.7. All parties to this contract agree that both parents may be contacted, irrespective of marital status, where there is a breach of a financial or any other clause or condition of this contract

#### 19. WHOLE CONTRACT:

19.1. It is agreed that this agreement will constitute the entire and final agreement between the parties and will be binding on all the parties unless any adjustments or amendments are put in writing and signed by both parties to this agreement

19.2. Neither of the parties will be bound by any condition or stipulation whatsoever suggested by anyone of the parties, their agents or representatives, unless contained in this agreement

19.3. No indulgence on the part of the "Aftercare Provider" or relaxation of any terms of the agreement, will prejudice the rights of the "Aftercare Provider", especially with the acceptance by the "Aftercare Provider" of aftercare fees after the due by date.

#### 20. COMICILIUM AND JURISDICTION:

20.1. The "Tuition Provider" chooses as his "domicilium citandi et executandi" the property situated at 639 Frederika street Gezina being the property upon which the Aftercare is situated

20.2. Both the "Parent/s and/or Guardian/s" consent to the jurisdiction of the Magistrates Court in respect of any legal action arising out of the non-fulfilment of any of the terms of this agreement. The "Tuition Provider" shall, however, have the right to start legal proceedings in any court of its choice \*Initial here

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Parents

#### 21. RE-ENROLMENT:

Both "parent/s and/or guardian/s" understand and accept that application for re-enrolment must be -:

21.1. made each year and that such re-enrolment is not guaranteed in terms of this agreement.

21.2. Both "parent/s or guardian/s" furthermore understand and accept that the "Aftercare Provider" has the sole discretion, without prejudicing any of its rights in terms of this agreement, to accept or reject the re-enrolment application made on behalf of the child/learner

21.3. Both "parent/s or guardian/s" understand and accept their responsibility to comply with the financial

21.4. terms as set forth in this agreement and that non-compliance would negatively affect the prospective/future re-enrolment of the child/learner

21.5. Both "parent/s or guardian/s" understand and accept that any actions or associations which contradict or undermine the rights of the "Aftercare Provider" would negatively affect the prospective/future re-enrolment of the child/learner

21.6. Both "parent/s or guardian/s" understand and accept that any individual or repetitive breach of any term or terms of this contract would negatively affect the potential re-enrolment of the child/learner and that the "Aftercare Provider", without prejudicing any of its rights in terms of this agreement, would have the right to reject such re-enrolment application and refuse entry to the child/learner for the ensuing (re-enrolment) Aftercare year being applied for.

21.7. Both "parent/s or guardian/s" understand and accept that the behavior and work performance of the child/learner is a major contributing factor for re-enrolment and that repeated and unrepentant negative behavior and work performance by the child/learner would negatively affect prospective/future re-enrolment

21.8. Both "parent/s or guardian/s" agree to take all possible corrective measures to support the Aftercare in the education of the child/learner including attending intervention meetings, parent/teacher meetings and formal and informal Aftercare events