



# Saintsburg Client Contract

(Valid from 12 August 2022)

This document contains the wording of all the separate agreements that the Client wishes to enter with the tutors offering their services at Saintsburg Edu-Village. These terms and conditions are amended from time to time and clients need to read and accept them on a yearly basis to keep their child enrolled at Saintsburg. Enrolment for any service at Saintsburg shall be deemed to be acceptance of all the terms and conditions taken up in this Service Level Agreement.

This agreement is entered into between:

THE CLIENT: Who shall be the person identified in Annexure A.

For the benefit of the Client personally or his dependants listed in the table attached as Annexure A to the agreement.

And

ONE OR MORE OF THE FOLLOWING TUTORS

Saintsburg Science Centre, Saintsburg Humanities, Saintsburg Mathematics Centre, Saintsburg Commerce or Paul Blokker as described in Annexure A and all of whom are represented by Pierre Hugo of Saintsburg Edu-Village (Pty) Ltd.

Whereas the Client or his dependants requires the tutoring services offered by the Tutor(s), which services the Tutor is willing to provide.

Therefore, the Parties agree to the terms set out in this agreement.

1. Services and Fees.

The services are provided and required by the Client on the terms set out below.

The Services that the Client is signing up to receive is identified in Annexure A.

The Fees payable for the services are as per Annexure A and is payable in twelve equal monthly instalments per year.

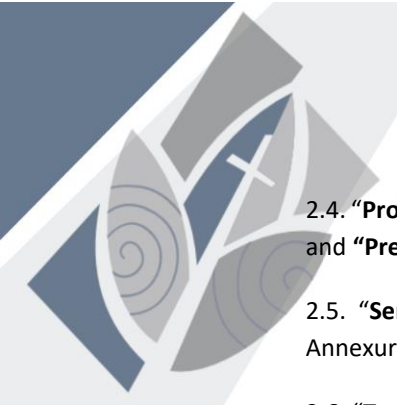
The banking details are as per Annexure A. Definitions.

2.1 **“Client”** means the person identified in Annexure A to this agreement.

2.2. **“Saintsburg”** means Saintsburg Edu-Village (Pty) Ltd.

2.3. **“Parties”** are the Client and the Tutor or tutors and “party” shall mean either of the Client or the relevant tutor, depending on the context.





2.4. **“Property”** shall mean Saintsburg Estate situated at Plot 105, Achilles Road, Zwavelpoort, Pretoria and **“Premises”** shall have the same meaning.

2.5. **“Services”** shall mean the tutoring or coaching of the Client’s dependents as indicated in Annexure A.

2.6. **“Tutor”** shall mean any one or more the persons identified as such in the head of this agreement whether it be a natural person or a tutoring centre and further described in Annexure A.

2.7. **“Tutoring session”** shall mean what it says but shall, depending on the situation, also mean another activity being presented by the **Tutor** online.

2.8. **“Annexure A”** shall mean a physical document physically signed by the Parties.

2. The **Services** and obligations of the **Tutor**.

3.1. The **Tutor** hereby offers the **services**, which **services** are subscribed for by the **Client** for the remuneration described in Annexure A. No books or study notes are included in the service, unless specifically mentioned in Annexure A.

3.2. The **Tutor** may cancel the services at any time, without good cause and in his own discretion, upon which event he shall immediately return any monies paid in advance for any **services** that has not yet been provided.

3. Role of **Saintsburg**.

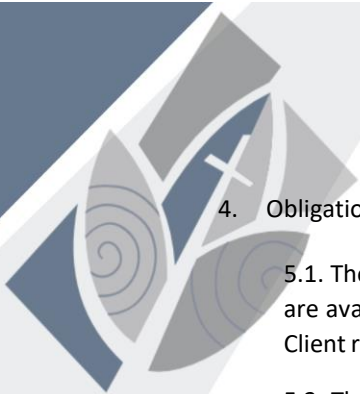
4.1. **Saintsburg** is not a school, not a cottage school and it does not operate a formal learning centre. Saintsburg is a landlord making its property available and renting out its lettable space to independent tutors and coaches who choose to provide their services from a central educational base.

4.2 Saintsburg is a Christian tutoring centre. The client acknowledges that he has read our mission and vision statement as published on our website, understands the contents thereof and will abide by it. The Client will not oppose Saintsburg for its efforts to create a safe environment where people of Christian belief can learn and grow.

4.3 The **Parties** place on record that Saintsburg act as agent for the tutors only and confirm that no agreement is formed between the **Client** and **Saintsburg**. Except for the content in paragraph 8 below, no term in this agreement shall be interpreted in any other way as that it is the Parties’ express intention to create an agreement between the **Client** and the **Tutors** only.

4.4. **Saintsburg** is authorised by the Tutors to invoice and collect all outstanding monies to and from the Client on behalf of the Tutor. Saintsburg receives a percentage of the tutor’s fees as rental, marketing commission and an administration fee.





#### 4. Obligations and rights of the **Client**.

5.1. The **Client** warrants that he home schools his child. Apart from the fact that no tutoring services are available on Fridays, Saintsburg does not limit the number of services a client enrolls for but the Client remains responsible for the legal obligations associated with his choice to home school his child.

5.2. The **Client** will pay the registration fees upon signature of this agreement and the tutoring fees monthly in advance, twelve months per year or as per Annexure A, if there is a difference Annexure A to take precedence.

5.3. The **Client** must pay for formal Cambridge examinations directly to the examination centre of his choice.

5.4. The **Client** shall ensure that his child behaves well during all tutoring sessions. The Client consents to the Tutor dismissing a child from the class or activity if he does not obey any lawful request of the **Tutor**. The client shall still be obliged to pay for classes that a child was dismissed from for bad behaviour.

5.5. The **Client** shall collect his child directly after the last tutoring session.

5.6. The terms of this agreement, together with our Code of Conduct and "The Saintsburg Way" may be amended by Saintsburg from time to time as it sees fit. If Saintsburg amends its terms and conditions, it shall do so by publishing the new terms on its website and inform the Client that changes were made. Clients need to read terms and conditions, the Code of conduct and "The Saintsburg Way" to familiarise themselves with any changes and shall be deemed to have accepted the terms three months after such notification.

5.7. The **Client** shall be required to give three months' notice of cancellation of the contract or amendments in the services.

5.8. Guardians must ensure that students dress appropriately when attending class, whether onsite or online. The profile pictures of students must also be appropriate and not cause offense or distraction.

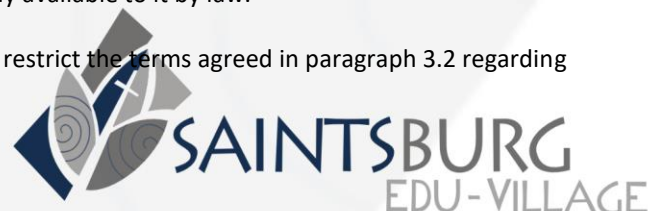
5.9. What is appropriate or not can be subjective and therefore Saintsburg Management could determine, from time to time what is appropriate. The principle is that one should be modest and aim not to cause offense or distraction. Please discuss with management to prevent the need for intervention.

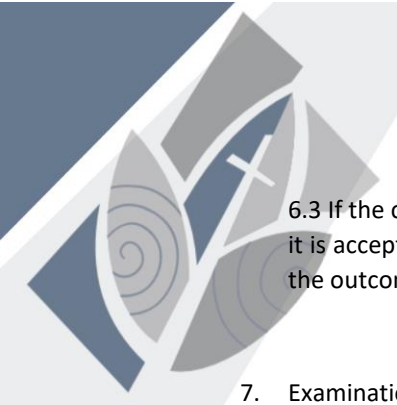
5.10. Saintsburg publishes a code of conduct on its website. Saintsburg has also published a document called "The Saintsburg Way" which describes how we can have a conducive environment for all learners. These documents are updated from time to time. The client confirms that he has read the code of conduct and The Saintsburg way" and undertakes to require his child to abide by it.

#### 6 Breach.

6.1. If any Party breaches the terms of this agreement, the aggrieved party must give notice by e-mail or registered mail of the breach and give the infringing party one week to rectify his breach, failing which the aggrieved party may enforce any remedy available to it by law.

6.2. The wording in paragraph 6.1 above does not restrict the terms agreed in paragraph 3.2 regarding the Tutor's right to termination.





6.3 If the client threatens Saintsburg or any of its tutors, either with legal action, or public defamation, it is accepted that a breach of trust occurred, and all services will be terminated immediately pending the outcome of the dispute.

7. Examinations.

7.1. Saintsburg do not take any responsibility for entering a student into the formal CIE examinations. It remains the parent's obligation to enrol their child for the exam he or she intends to take in a timely manner taking care to use the correct enrolment code.

7.2. If Saintsburg's staff assists a Client or child in the process of registration for exams, it shall be seen as a favour and Saintsburg shall not be held liable for bad advice given or negligence in the enrolment process.

8 Risk, Indemnity and Consent

(This paragraph is an agreement between the Client and Saintsburg.)

8.1. The Client accepts that there are risks of harm or injury when visiting the Premises, due to or in the form of amongst others, the chemical laboratory, resident dogs, wild animals including snakes and bees, a high tree house, a trampoline, a long water slide and dangerous heights.

8.2. Saintsburg, its directors and employees shall not be liable for any injury sustained by the Client or the Client's children or any loss suffered while on the Premises, irrespective of the cause of the injury or loss and irrespective of whether such injury or loss was caused through negligence or not.

8.3 Saintsburg, its directors and employees shall not be liable for any injury sustained by the Client or the Client's children, or any loss suffered while on the Premises or online, irrespective of the cause of the injury or loss and irrespective of whether such injury or loss was caused through negligence or not.

8.4. The Client hereby indemnifies Saintsburg for any claim instituted by its child for injury or loss suffered on the Premises or online, irrespective of the cause of the injury or loss and irrespective of whether such injury or loss was caused through negligence or not.

9. Privacy

9.1. Saintsburg acknowledge the Client's right to privacy. The details of our Privacy statement is published on our website. The Client acknowledges that it has read our privacy statement and accepts the terms thereof.

9.2. The client gives permission that the classes be recorded, and that photos are taken of class activities and that such content may be used for general marketing or educational purposes.





10. Domicilium Address

10.1. The **Tutor** chooses his physical address for notices or legal process at: 105, Achilles Street, Zwavelpoort, 0036 and other formal notices as [admin@saintsburg.com](mailto:admin@saintsburg.com)

10.2. The **Client** chooses his physical address and email address for notices or legal process as indicated on Annexure A:

