

By applying for any of the services offered by Saintsburg, the Client agrees to the following terms and conditions. If any term is unacceptable to you, don't apply for admission for any service.

Terms and Conditions to have a child enrolled with the Saintsburg Group of Companies

This document contains the wording of all the separate agreements that the Client wishes to enter into with the tutors offering their services on site at Saintsburg Edu Village or Online, depending on the Client's choice.

Further to the legal agreement between them, the Parties hereby enter into an informal partnership for the education of the Client's child or children in terms of which Saintsburg will provide the learning program and tutors whilst the parent will ensure compliance by the child with the learning program.

Saintsburg only provides services to Clients that acknowledge that we are in the same team regarding the education of the child. If Saintsburg, in its own discretion, feels that the parties are no longer cooperating in this endeavour, it will cancel the agreement rather than continue in a dysfunctional partnership. If a Client threatens Saintsburg in any way, whether with legal or administrative action or negative marketing, Saintsburg shall have the right to immediately cancel the agreement and render no further services to the Client or his or her child.

Services and Fees.

The services required by the Client are identified by the documents completed during the application and enrolment process for a fee described therein and payable to:

Saintsburg British Curriculum NPC:

First National Bank - Woodlands,

Cheque Account: 630 412 81162

Client Reference number: Surname and child(ren) initials

Definitions.

"Client" means the person identified in the head of the agreement, whether he receives the services personally or not.

"Saintsburg" means Saintsburg British Curriculum NPO.

"Parties" are the Client, and any Tutor who's services are required in terms of this agreement and the enrolment process.

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

“**Services**” shall mean the tutoring or coaching of the Client, or his dependents.

“**Tutor**” shall mean any one or more the persons or companies appointed by Saintsburg to teach the Client’s child.

Role of Saintsburg and the Tutors.

Saintsburg is not a school, nor is it a cottage school and it does not operate as a formal learning centre. Saintsburg is a landlord making the property available and renting out its lettable space to independent tutors and coaches who choose to provide their services from a central educational base. Saintsburg Online secures the services of tutoring companies for the provision of educational services as a package to online learners.

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. Parents and learners who are not Christian can still be accepted at Saintsburg on condition that Saintsburg may hold and may protect others’ right to hold a Christian worldview.

The Parties place on record that Saintsburg acts only as agent for the tutors but may combine their services and sell it as a package.

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.

Acceptance of all students at Saintsburg is for that calendar year only and applications to be reaccepted for any subsequent year are not automatically approved.

Saintsburg as well as any **Tutor** may cancel the agreement and any services at any time, without good cause shown and using his own discretion, upon which event he shall immediately return any monies paid in advance for any **services** that have not yet been provided.

Obligations and rights of the **Client**.

The Client warrants that he/she homeschools’ the child.

Apart from the fact that no tutoring services are available on Fridays, Saintsburg does not limit the amount of services a client registers for but the Client remains responsible for the legal obligations associated with the choice to homeschool the child.

The Client must pay the agreed tuition fees monthly in advance on the first day of the month and failure to do so shall be subject to suspension of the services without notice. No discount shall be applied for a period during which no services were provided due to late payment of the account.

The Client must buy all notes and books required by the student as this expense does not form part of the fees.

The Client shall ensure that the child is well behaved during all the 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.

Saintsburg has a code of conduct. The client hereby undertakes to ensure that his child adheres to our code of conduct.

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

The Client shall be allowed to cancel the contract during the first five months of the year only. Any cancellation thereafter shall be valid only if it is for 31 December of that calendar year, not earlier.

Breach.

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

Examinations.

Saintsburg do not take any responsibility for entering a student into the formal CIE examinations. Although we try our best to advertise and give parents advice on how to enter, it remains the parent's obligation to enrol their child for the exam he or she intends to take in a timely manner.

The parent takes note that fees are payable to the examination center and Cambridge for CIE exams and that no fees payable to Saintsburg goes towards these fees.

Risk, Indemnity and Consent (This paragraph is an agreement between the Client and Saintsburg.)

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, residential dogs, wild animals including snakes and bees, a high tree house, a trampoline, a long water slide and dangerous heights.

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 whilst 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.

The Client hereby indemnifies Saintsburg for any claim instituted by their child for injury or loss suffered 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.

The Client gives permission that photos or videos may be taken of their child in the process of creating marketing material or educational videos. These photos or videos may be used on educational websites without the need for further consent by the Client or his children.

Domicilium Address

The **Tutor** chooses his physical address for notices or legal process at: 105, Achilles Street, Zwavelpoort, 0036 and email address for notices as admin@saintsburg.com

The Client chooses his physical address for notices or legal process as indicated in in the enrolment documents.

General

This is the full agreement between the Parties and may only be amended in writing with the requirement that it be signed by both Parties.

The agreement is entered into in Pretoria, RSA and the South African law will be applicable on the agreement.

Substantive provisions taken up in any definitions clause shall be taken into full account as making out a substantive clause of this agreement.

The agreement shall not be interpreted favouring any Party or against the Party who was responsible to draft the agreement.

In as far as any term taken up in the main body of the agreement conflicts with a term in the enrolment documents, the enrolment documents shall take preference.

Popi Act.

Saintsburg will use the information of it's clients and their children confidentially and only to provide the services enrolled for and communication required for such purpose or expressly agreed to.

Any misuse of the information of the Client may be reported under the Popi Act.