



2021 ENROLMENT AGREEMENT

(Each page is to be signed and dated accordingly)

Definitions

For the purpose of this agreement, unless any contrary intention appears:

- a) "I", "we", "us", "me" means the person who signed this agreement.
- b) "School" shall mean Living Waters Pre and Primary School and its respective teachers, officers, employees, agents and contractors.
- c) "Parent" shall mean the person or persons who have legal custody or guardianship of the learner, or any person authorized to act on behalf of the parent.
- d) "Learner" shall mean any child currently enrolled at the school.
- e) "School Fees" shall mean all fees charged to the Parent(s) by the school in exchange for the services it performs, subject to section 3 of this agreement.
- f) "Services" shall mean all services supplied by the School as outlined in section 2 of this agreement.
- g) "Contract" includes the Enrolment Application, Payment of Fees Schedule, and the terms and conditions of this agreement.

GENERAL TERMS AND CONDITIONS OF ENROLMENT LEARNER NAME: _____

1. Offer and Acceptance:

In acceptance of this enrolment, I / we: _____
(Parent/Guardian Full Names)

- a) Accept the statement of Faith,
- b) Support the Mission, Values and Culture of the School.
- c) Have read and understood the Enrolment Policy of the school.
- d) Accept that devotional times are incorporated into the daily routine and are compulsory for all learners.
- e) Accept that all children will be encouraged to commit their lives to the Lord Jesus Christ.
- f) Agree to support the School in facilitating all school policies, as amended from time to time, and to cooperate with the School concerning School activities.
- g) Understand that if more than one party enters into this agreement, each party shall be individually and jointly liable for all payments of the School Fees.
- h) Understand that, once acceptance, these terms are binding, and this agreement, each party may only be altered or revoked with the written approval of the School.

2. Services:

- a) Services include all services performed by the School in relation to providing an education to the learner, and shall include, but not limited to, extra curricular activities such as camps, excursions, sports, carnivals, retreats and private lessons.
- b) Services will be provided by the School to the learner for the period of terms as outlined by the School.
- c) I/we authorize the school, in the event of our child suffering from sickness or injury, to take such action as it deems fit to obtain medical and or hospital care and attention, and we indemnify the School against all costs, claims, actions and demands made against the School and its employees and agents.

3. School Fees:

- a) The School Fees will be set by the School Committee and the Fee Schedule will be published annually.
- b) Additional Fees may be charged to cover the cost of extra-curricular activities, as arranged from time to time by the School or as requested by the parent, and are subject to Section 4. of this agreement.

4. Payment:

- a) If accepted, an enrolment fee as set by the School is required to secure a place for all new learner enrolments.
- b) Any new family to the School must pay a deposit fee to secure a place for all new learners who will be enrolled.
- c) All fees are due and payable in advance on first day of each term and by no later than four weeks from the beginning of each term.
- d) The parents agree to pay the School, in accordance with these terms and conditions.
- e) Additional payments to cover the cost of any extra-curricular activities, as arranged from time to time by the School or as requested by the parent, are due and payable before commencement of the activity.
- f) Payment may be made by bank deposits, internet payments, account transfer, cash, cheque or any other method of payment in agreement between the parents (s) and the School.
- g) Parents may apply to pay School Fees by installment and such arrangements are not valid until approved by the School.
- h) The Parents agree to notify the School immediately should there be a change in circumstances which will affect their ability to fulfill their obligations to the School.
- i) In the event of the term's fees and charges not being paid within four weeks from the commencement of each term, notice may be given that the child will be suspended from School, or the School may withhold provision of services until such time as all fees and charges, and any arrears, are paid. Continual non payment may jeopardize the child's place at the School. Decisions regarding this will be made at the discretion of the Principal of the School.
- j) If the amount with the School has not been paid by the due date, an account overdue fee of E30.00 per week for each week there are amounts in arrears is payable, unless an agreement has been made with Principal.
- k) If the account is passed to debt collectors, and debt collector's expenses or court costs incurred, or to be incurred, will also be paid. If legal action is taken to enforce the recovery of monies owed, this action will be taken out under the jurisdiction of a court in the Kingdom of Swaziland.
- l) Any bank fees or charges incurred by the school for cheque dishonor, rejection of direct debit or credit card payments or any any similar fees charges by the bank or financial institution upon rejection of a payment will be charged to the Parent's account with the school.
- m) The School is entitled to perform any needed enquiries, investigations, and assessments to ensure the accuracy on the information provided to the School, and further, that such information, as verified, may be used by the School or any authorized agent of the School for the purpose of establishing or managing an account or the recovery of any outstanding account balance.

5. Cancellation

- a) At its sole discretion, the School reserves the right to suspend a learner temporarily or permanently for disciplinary purposes for any breach of School Policy, without refund of fees for the current term of enrolment.
- b) The School shall not be liable for any direct, indirect, special or consequential loss or damage, arising from the School exercising their rights under this agreement.
- c) The parent may cancel the enrolment of the learner by giving the School one Term's notice in advance. In default of such notice and in lieu of notice, a full Term's charges and fees at the rate (as fixed by the Fee Schedule published annually) applicable to the Learner at the time of removal, must be paid.
- d) Any learner references and or transfer cards will be released by the School to the parent on the settlement of all due fees.

6. Privacy Policy

- a) By signing this agreement, we acknowledge that we have read and fully understand the Privacy Policy of the School, which is supplied as a separate document.

7. Limitation of Liability

- a) The School will not be liable to the parent for any loss or damage to personal property of the Parent or learner arising as a result of the School performing the Services in part or in full.

8. General Terms

- a) The School assumes no responsibility for changes in state legislation which may affect the provision of services under this agreement.
- b) The School reserves the right to review these terms and conditions at any time, and notify the Parent of any changes.
- c) If any terms or conditions contained in this document are found to be unenforceable for reasons of validity or legality, the remaining provisions shall not be affected in any way whatsoever.

I/we understood and accept the Terms and Conditions of this agreement and have signed below as evidence of this. I/we endorse a non-refundable Deposit Fee of E3000.00 as a Space Reservation Fee. ***(This Deposit Fee is deductible and part of the 2021 third term fees.***

LEARNER'S FULL NAME: _____

ENTRY CLASS: _____

YEAR OF ENROLMENT: 2021

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FEE COLLECTION PROCEDURE

Parent/Guardian Responsible for Fees: _____

ID # of Parent/Guardian Responsible for Fees: _____

Contact details of Parent/Guardian Responsible for Fees:

_____	Cell (Telephone Numbers)
_____	Home
_____	Work
_____	email (statements sent to this address)

Work Postal Address: _____

Work Physical Address: _____

Parent/Guardian Signature: _____

Date: _____

NB:

- **A COPY OF THIS AGREEMENT FORM MUST BE RETURNED TO THE SCHOOL TOGETHER WITH THE PROOF OF PAYMENT OF THE STIPULATED E3000.00 SPACE RESERVATION FEE, NO LATER THAN THE 31ST OCTOBER 2020.**
- **FAILURE TO HAND IN THE ABOVE MENTIONED BEFORE OR ON THE DEADLINE DATE WILL RESULT IN SPACE APPLICATION CANCELLATION.**