



LEARNERSHIP CONTRACT

This Learnership Contract ("Contract") governs the relationship between WADELEY ACADEMY (2019/448551/07) ("School"), the Parents, and the Account Holder (collectively, "Responsible Parties") regarding the enrollment of the Learner. Terms in bold or capitalized have the meanings defined in clause 1. This Contract complies with the Consumer Protection Act (No. 68 of 2008), South African Schools Act (No. 84 of 1996), and Protection of Personal Information Act (No. 4 of 2013), and does not limit any statutory rights or obligations.

1. DEFINITIONS

- 1.1. **Account Holder:** The person(s) named in the Admission Application Form responsible for paying School Fees, Additional Fees, Enrolment Fee, and Annual Re-registration Fee (if applicable), jointly and severally liable with the Parents.
- 1.2. **Additional Fees:** Monetary contributions not included in School Fees, Enrolment Fee, or Annual Re-registration Fee, such as bus fees, tablet fees, excursion fees, uniforms, or stationery, as notified in the Annual Fee Letter or Additional Fee Notice.
- 1.3. **Admission Application Form:** The WA Admission Application Form completed by the Responsible Parties for the Learner's admission, forming part of this Contract.
- 1.4. **Annual Fee Letter:** An annual letter from the School detailing School Fees, Enrolment Fee, Annual Re-registration Fee, and Additional Fees.
- 1.5. **Annual Re-registration Fee:** A fee, where applicable, for reapplying and re-registering a Learner annually.
- 1.6. **Code of Conduct:** The School's policy outlining expected Learner behavior to ensure a conducive learning environment, available on the School's website.
- 1.7. **Education Services:** Services provided by the School as per its constitution and WA Policies, including academic and extracurricular activities.
- 1.8. **Enrolment Fee:** A non-refundable fee payable by new Account Holders upon enrollment.
- 1.9. **Executive Head:** The principal or executive manager responsible for daily operations and Education Services, or their delegate.
- 1.10. **Learner:** The child admitted to the School following application via the Admission Application Form.
- 1.11. **Responsible Parties:** The Parents and Account Holder named in the Admission Application Form, jointly and severally liable for obligations under this Contract.
- 1.12. **School Fees:** Fees for a school year as specified in the Annual Fee Letter, subject to annual escalation notified by 1 December of the prior year.
- 1.13. **School Premises:** The School's physical grounds, buildings, and facilities used for Education Services.
- 1.14. **School Term:** Each term of the school year as notified to Responsible Parties.
- 1.15. **WA Policies:** School policies, including the Code of Conduct, Learner Disciplinary Policy, and Learner Personal Information Policy, available on the School's website.

2. ENROLMENT AND ADMISSION

- 2.1. The School agrees to enroll the Learner subject to the terms of this Contract and the Admission Application Form, following a successful application.
- 2.2. The School may conduct credit checks on Responsible Parties and contact prior schools to assess financial capacity. Responsible Parties consent to such inquiries and authorize the School to share credit information with debt collectors or credit bureaus in case of non-compliance.
- 2.3. Enrolment is for one academic year, with re-admission required annually. Re-admission is at the School's discretion and may be denied due to disciplinary issues, non-compliance with WA Policies, or non-payment of fees.
- 2.4. The Executive Head may refuse or cancel enrollment (including temporary enrollment) at their discretion, with reasons provided where required by law.
- 2.5. A signed Contract and payment of the Enrolment Fee or Annual Re-registration Fee (if applicable) are required for enrollment. The School may waive the signature requirement for one or more Responsible Parties without affecting their liability.

3. SCHOOL OBLIGATIONS

- 3.1. The School will provide Education Services during School Hours or extracurricular activities, exercising reasonable skill and care.
- 3.2. The School will maintain School Premises as deemed necessary, subject to relevant legislation.
- 3.3. The School will monitor Learner progress, provide regular report cards, and arrange meetings with Responsible Parties to address concerns.
- 3.4. The School may terminate enrollment if it cannot adequately meet a Learner's special educational needs, with three months' notice, effective at the end of the School Term.
- 3.5. The School will provide bank account details for payments and ensure compliance with the Learner



Personal Information Policy, including secure handling of personal data and notification of breaches per POPIA.

4. RESPONSIBLE PARTIES' OBLIGATIONS

4.1. Responsible Parties must:

- Fulfill all obligations under this Contract.
- Support the Learner's studies at home.
- Maintain respectful communication with the School.
- Attend requested meetings and inform the School of matters affecting the Learner's well-being.
- Update contact information within two weeks of changes.
- Provide accurate information and disclose any special educational or medical needs before enrollment.
- Drop off and collect Learners within prescribed times unless prior arrangements are made.
- Accept responsibility for Learners after School Hours or activities.
- Abide by and ensure the Learner complies with WA Policies and School Rules.

4.2. Responsible Parties consent to the School using photographs of Learners or Responsible Parties taken at School events for promotional purposes, subject to POPIA compliance.

4.3. Responsible Parties indemnify the School against claims for loss, damage, or injury arising from Education Services, activities, or medical treatment, except in cases of gross negligence or willful misconduct by the School.

4.4. Responsible Parties authorize the Executive Head to arrange emergency medical treatment for the Learner if they cannot be contacted, and they accept responsibility for related costs.

5. FEES AND PAYMENTS

5.1. School Fees, Enrolment Fee, Annual Re-registration Fee (if applicable), and Additional Fees are payable as per the Annual Fee Letter or Additional Fee Notice.

5.2. Responsible Parties must verify fees if the Annual Fee Letter is not received within seven days of the first School Term.

5.3. School Fees are payable in advance (annually or monthly) as specified in the Annual Fee Letter. Changes to payment periods require School approval.

5.4. School Fees escalate annually, with notice by 1 December of the prior year. Additional Fees may be charged with advance notice for specific activities or items.

5.5. If fee increases are unacceptable, Responsible Parties must notify the School within seven days, and enrollment will terminate at the end of the School Term before the increase applies. Existing fee obligations remain.

5.6. Non-payment of fees by the due date constitutes a breach. The School may:

- Demand immediate payment of all outstanding amounts after seven days' notice.
- Cancel the Contract with 30 days' notice, requiring the Learner to leave.
- Pursue legal action to recover fees, including attorney-client costs and collection commissions.
- Cede rights to third parties without further consent.

5.7. No fee reductions or refunds apply for suspensions or expulsions unless approved by the School. Partial refunds for early termination with proper notice may be considered at the School's discretion.

5.8. Responsible Parties may delegate payment obligations to a third party, but remain liable unless the School agrees otherwise in writing.

6. TERMINATION AND NOTICE

6.1. Responsible Parties may terminate enrollment with one calendar month's written notice. For terminations effective before a new school year, notice must be given by 7 December of the prior year, or one month's School Fees will be charged.

6.2. The School may terminate enrollment with immediate effect for serious misconduct by the Learner or Responsible Parties that negatively impacts the School, following WA Policies or a disciplinary hearing.

6.3. The School may terminate enrollment with three months' notice if it cannot meet a Learner's special educational needs.

6.4. Upon termination, Responsible Parties remain liable for outstanding fees and any damages caused by the Learner.



7. BREACH

- 7.1. Breach of this Contract or WA Policies by Responsible Parties or the Learner allows the School to issue a seven-day notice to remedy the breach. Failure to remedy may result in:
- Cancellation of the Contract and immediate removal of the Learner.
 - Legal action to recover outstanding amounts, including costs.
- 7.2. No fee refunds apply for breaches unless approved by the School.

8. FORCE MAJEURE

- 8.1. Neither party is liable for failure to perform obligations due to unforeseen events beyond their control (e.g., natural disasters, pandemics, government mandates), provided they notify the other party promptly.
- 8.2. The School may adjust Education Services or suspend operations during such events, and Responsible Parties remain liable for fees unless otherwise agreed.

9. DATA PROTECTION

- 9.1. The School complies with POPIA, ensuring secure processing of Learner and Responsible Parties' personal information. Responsible Parties consent to such processing for School purposes.
- 9.2. The School will notify Responsible Parties of any data breaches as required by POPIA and maintain reasonable security measures.

10. DISPUTE RESOLUTION

- 10.1. Disputes should first be raised in writing with the Executive Head. Unresolved disputes may be referred to mediation or arbitration under the Arbitration Act (No. 42 of 1965) at the School's discretion.
- 10.2. Arbitration will follow AFSA rules, with an independent arbitrator appointed by AFSA's Chairperson. The decision is final and binding.

11. GENERAL

- 11.1. This Contract, with the Admission Application Form, is the entire agreement between the parties. Amendments require written agreement signed by the Executive Head.
- 11.2. Notices must be delivered to the addresses in the Admission Application Form. Parties must update contact details promptly.
- 11.3. The Contract is governed by South African law, with the Magistrate's Court having jurisdiction, subject to the School's right to pursue other legal remedies.
- 11.4. If any provision is unenforceable, it will be adjusted to achieve the parties' intent, and other provisions remain valid.

Signatures of the Parent/s

Signature of father/stepfather/legal guardian

Date

Signature of mother/stepmother/legal guardian

Date