



255 Bridle Pass Road  
Bridle Park  
Midrand  
P O Box 30868  
Kyalami  
1684  
info@the-matriarch.com  
+27 82 457 0855

#### TERMS AND CONDITIONS OF ENROLMENT

##### 1. INTERPRETATION

- 1.1 The headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate.
- 1.2 Unless the context clearly indicates a contrary intention, words importing any one gender include the other two genders, the singular includes the plural and vice versa, and natural persons include created entities (corporate or unincorporated) and vice versa.
- 1.3 Parents (whether natural, adoptive, foster or legal guardian), are hereinafter referred to as the "Applicant".

##### 2. APPLICATION OF TERMS AND CONDITIONS

All or any business undertaken or advice, information, goods or services provided by THE MATRIARCH, whether gratuitous or not, is undertaken or provided on these terms and conditions.

##### 3. APPLICABLE LEGISLATION

- 3.1 If THE MATRIARCH is obliged, in the execution of any of its duties and/or responsibilities, to comply with any common law or legislative enactment ("the law") of any nature whatsoever, then THE MATRIARCH by complying therewith, shall not be deemed to waive nor abandon any of its rights in terms of these terms and conditions.
- 3.2 In addition thereto, in complying with the law, THE MATRIARCH shall not be deemed to have assumed any onus, obligation, responsibility or liability, in favour of the applicant.
- 3.3 If any of the terms of these terms and conditions are averse to or in conflict with the law, then and in such event the conflicting term embodied herein shall be deemed to be amended and/or altered to conform therewith, and such amendment and/or alteration shall not in any way affect the remaining provisions of these terms and conditions.

##### 4. ENROLMENT

- 4.1 A Student's enrolment will be subject to the conditions stated hereunder or such other conditions which The Matriarch may have determined.
- 4.2 This Agreement is applicable to the completed application and becomes a binding contract upon signature of the Applicant.
- 4.3 The Applicant agrees to be bound by the rules, regulations, policies and procedures of THE MATRIARCH, as determined from time to time and announced by them.

##### 5. RESPONSIBILITY OF EDUCATION

- 5.1 THE MATRIARCH is a private educational centre for Students from Grade 000 to Grade 12.
- 5.2 The final responsibility for the education and training of the Student remains with the Applicant. THE MATRIARCH is a provider of educational services as an aid in supporting the education and training responsibilities of the Student and this application is not an enrolment at the Department of Education.
- 5.3 The Applicant confirms and takes full and final responsibility for the grade choice and curriculum being the USA eTAP system and GED/SAT as the Gr12 exit exam.
- 5.4 The Applicant undertakes to adhere to THE MATRIARCH's year programme, functions and exam arrangements and rules.

##### 6. DEPOSIT

- 6.1 A deposit of two month's fees is payable on acceptance to THE MATRIARCH. This secures the Student's place. This deposit is separate from the annual fees.
- 6.2 The deposit referred to above shall not be held in a Trust Account and will not attract any interest and shall be used as the one calendar months notice period where required.
- 6.3 This deposit shall increase each year to be of the same value as the monthly fee.

##### 7. ADMINISTRATION & NETWORK FEE

- 7.1 An annual administration fee is charged as per the Schedule of Fees.
- 7.2 An annual network fee is charged as per the Schedule of Fees.

##### 8. PAYMENTS

- 8.1 This contract must be accompanied with a proof of payment (the annual amount, or the monthly amount including the deposit and annual fees) prior to any service being provided or rendered.
- 8.2 The Applicant declares that he/she is aware that certain subjects have additional expenses e.g.; purchasing of computer and software, drafting sets, equipment and experiments/tests that have to be performed for the practical components of certain subjects.
- 8.3 Monthly fees must be paid in advance commencing in January and last payment in December irrespective of whether or not a statement has been received before the 1<sup>st</sup> of the next month as stated on the Schedule of Fees. A 10% late payment fee will be charged on overdue accounts without exception.
- 8.4 If fees are not paid by the 7<sup>th</sup> suspension will occur automatically and if the account is not rectified by the 10<sup>th</sup>, the entire deposit is forfeited and permanent suspension will take place.
- 8.5 THE MATRIARCH reserves the right to Black List the Applicant should the fees be outstanding for longer than 7 days and the Student/s will be suspended from THE MATRIARCH. Should THE MATRIARCH incur legal expenses arising from failure by the Applicant, howsoever caused, to perform all obligations as set out in these terms and conditions or in terms of any agreement between the parties, the Applicant agrees to pay THE MATRIARCH'S legal costs on the attorney and own client scale, including collection commission, counsel's fees as on brief and tracing fees.
- 8.6 With the signing of this contract the Applicant undertakes to pay THE MATRIARCH the agreed contracted amount as stated on the Schedule of Fees for the applicable year, despite any disputes that may arise including but not limited to suspension due to non payment between the Applicant and THE MATRIARCH.
- 8.7 Should the fees not be paid, all results will be withheld until the account has been settled in full.
- 8.8 Should the Applicant dispute the validity and/or correctness of a statement rendered by THE MATRIARCH, or have any query regarding such statement, it will notify THE MATRIARCH thereof in writing within 7 (seven) days of receipt of the statement, failing which the Applicant will be deemed to regard the statement as valid and correct and will be deemed to have waived its rights to contest the validity and/or correctness of such statement at a later date.
- 8.9 Payments received by THE MATRIARCH shall be allocated to the oldest debt first, or as THE MATRIARCH may otherwise determine in its sole and absolute discretion.



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8.10 The Applicant undertakes to pay on demand the costs of any repair/replacement of any item, damaged or destroyed by the Student during his/her tenure at THE MATRIARCH.

8.11 Fees are not all-inclusive and THE MATRIARCH shall be reimbursed for all additional expenditure incurred on behalf of the Student.

8.12 Fees are divided into 12 equal installments for the Applicants benefit. Should a Gr12 student complete the curriculum early, the full annual fees for Gr12 are still payable.

#### 9. NOTICE OF WITHDRAWAL OR TERMINATION OF CONTRACT

9.1 The Applicant agrees to give THE MATRIARCH one calendar month's notice in writing before withdrawing the Student, failing which the Applicant accepts liability for the fees in lieu of such notice. All text books and/or library books must be returned and all fees settled before THE MATRIARCH will issue a transfer card, financial clearance certificate and/or final report. Notice given in the 4<sup>th</sup> term will only be deemed to be effective from 1 December and the deposit will be used in lieu of the December fees ensuring full annual fees are paid.

9.2 A re-enrolment will not be considered by THE MATRIARCH unless the previous year's account has been settled in full.

9.3 The Applicant consents that should he/she fail to make payment of any amount due, owing and payable to THE MATRIARCH then and in such event THE MATRIARCH shall send the Student home until such time as the outstanding amount is paid to THE MATRIARCH including the time suspended.

9.4 Should THE MATRIARCH elect for any reason to terminate this agreement, then it may do so. In such a situation THE MATRIARCH will give the Applicant one month's written notice of its decision to terminate the contract and at the end of the month the Applicant must withdraw the Student from THE MATRIARCH.

#### 10. INDEMNITY & PERMISSIONS

10.1 The Applicant absolves and indemnifies and agrees to hold harmless THE MATRIARCH, the Directors and its representatives against any and all claims howsoever arising including negligence, arising out of any injury, death, loss, damages, cost or expense, including legal costs, suffered by the Student or a third party as a result of or during the enrolment of the Student at THE MATRIARCH.

10.2 Permission is granted to THE MATRIARCH to refuse the Student the use of alcohol, drugs, tobacco products, and misconduct whilst at THE MATRIARCH, during events and functions organised or hosted by THE MATRIARCH. THE MATRIARCH or its representatives has the right in the event of the Student being found guilty of such an offense, to enforce compulsory coaching with THE MATRIARCH's appointed coach for the Applicant's account. The Applicant understands and accepts that the coach will give THE MATRIARCH's Directors full disclosure of the coaching sessions. The appointed coach is not affiliated to THE MATRIARCH and THE MATRIARCH will not be held responsible for any outcome of the coaching. After consultation with the appointed coach, a decision will be made by THE MATRIARCH's Directors.

10.3 Referring to the indemnity stated in **point 10.1**, the Applicant grants permission to THE MATRIARCH to transport the Student to and from any event or function.

10.4 THE MATRIARCH will constantly endeavour to take such steps as may be reasonably required in the circumstance to do what it can to keep the Student out of harm and free from loss, taking into account what can be reasonably foreseen and provided for in each case. Subject to the limitations placed on THE MATRIARCH, both parents and/or Applicant jointly and severally indemnify THE MATRIARCH, its employees and agents (for whom it may be found to be vicariously liable) against any claim of the Student in respect of the event in question.

#### 11. CREDIT CHECKS

11.1 THE MATRIARCH reserves the right to run checks (and/or such other background reference checks as THE MATRIARCH deems necessary or appropriate) on the Applicant from time to time, and the Applicant hereby consents thereto.

11.2 The Applicant hereby specifically consents to THE MATRIARCH disclosing any confidential information obtained pursuant to or in terms of this Agreement to any credit bureau or such other third party as THE MATRIARCH may deem appropriate in its sole and absolute discretion.

#### 12. DOMICILIUM ADDRESS

12.1 For the purposes of this agreement, including the giving of notices and the serving of legal process, the parties choose their domicilium citandi et executandi as follows:

**THE MATRIARCH:** PTN 926/255 BRIDLE PASS ROAD, BRIDLE PARK, MIDRAND

**APPLICANT:**

\_\_\_\_\_  
(NAME AND SURNAME)

\_\_\_\_\_  
(RESIDENTIAL ADDRESS ONLY)

12.2 A party may at any time change that party's domicilium by notice in writing, providing that the new domicilium is in the Republic of South Africa and consists of, or includes, a physical address at which legal process can be served.

#### 13. AUTHORISATION TO MEMBER OF MANAGEMENT TEAM

The Applicant authorises and consents to the member of the management team to:

13.1 act on the Applicant's behalf in all matters affecting the Student whilst the Student is at THE MATRIARCH;

13.2 give consent on the Applicant's behalf where an emergency operation or treatment is required and the Applicant's consent cannot be obtained without causing undue delay;

13.3 allow the child to attend any authorised excursion, which excursion includes any outing of:

13.3.1 An educational nature, such as a geography tour;

13.3.2 Recreational value for the contentment and well-being of Students during their spare time;

13.3.3 Any other event which the Management Team considers to be beneficial to the Students;

13.4 appoint a tutor to accompany the Student on any authorised excursion to act in parentis locus and to act as the parent as if the Applicant were personally present.

13.5 use photographs of the Student on THE MATRIARCH'S website at THE MATRIARCH'S discretion.



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14. **GENERAL**

- 14.1 THE MATRIARCH shall be entitled to cede all or any of its rights and claims against the Applicant to any person without notice to or the consent of the Applicant.
- 14.2 The Applicant agrees to provide THE MATRIARCH with a certified copy of any legal document affecting the protection and safety of the Student, for eg. a restraining order.
- 14.3 The Applicant understands that a serious breach of the rules, policies and codes may result in a disciplinary hearing, suspension or even expulsion of the Student from THE MATRIARCH.
- 14.4 The Applicant declares and confirms that they are not bound by a court order (including administration, sequestration and/or liquidation) and that according to his/her knowledge no such action is pending.

15. **JURISDICTION**

The Applicant consents to the jurisdiction of the Magistrate’s Court in terms of section 45 of the Magistrate’s Court Act No. 32 of 1944 (as amended) having jurisdiction under Section 28 of the said Act, notwithstanding that the claim by THE MATRIARCH exceeds the normal jurisdiction of the Magistrate’s Court as to amount. THE MATRIARCH shall in its discretion be entitled to proceed against the Applicant in any other court of competent jurisdiction, notwithstanding the foregoing.

16. **VARIATION OF THESE TERMS AND CONDITIONS**

- 16.1 No variation of these terms and conditions shall be binding on THE MATRIARCH unless embodied in a written document signed by a duly authorised member of THE MATRIARCH. Any purported variation or alteration of these terms and conditions otherwise than as set out above shall be of no force and effect, whether such purported variation or alteration is written or oral, or takes place before or after receipt of these standard terms and conditions by the Applicant.
- 16.2 THE MATRIARCH reserves the right to change the terms and conditions of this Agreement and or any other agreement at any time and shall notify the Applicant thereof in writing. The Applicant is responsible for regularly reviewing this agreement or any other agreement. Continued use of THE MATRIARCH’S service after any such changes shall constitute the Applicant’s consent to such changes.

17. **NON WAIVER**

No extension of time or waiver or relaxation of any of the terms and conditions shall operate as an estoppel against any party in respect of its rights under these terms and conditions, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with these terms and conditions.

18. **GOVERNING LAW**

These terms and conditions and all agreements entered into between THE MATRIARCH and the Applicant pursuant thereto and on the terms thereof shall be governed by and construed in accordance with the laws of the Republic of South Africa.

19. **SEVERABILITY**

If any provision of these terms and conditions is unenforceable, then THE MATRIARCH shall be entitled to elect (which election may be made at any time) that such provision shall be severed from the remaining provisions of these terms and conditions which shall not be affected and shall be of full force and effect.

*By signing this Agreement, the Applicant declares that they are fully aware of the nature, quality and content of THE MATRIARCH’s products and services and accept the presentations without further guarantee. The Applicant’s signature further indicates that they have read, understood and accept the content of the Terms and Conditions of Enrolment as described above. It is the resolution of THE MATRIARCH to educate the Student with the assistance of their products and services.*

Applicant Name (Father) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_

Applicant Name (Mother) \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Place \_\_\_\_\_