

ANDREWS ACADEMY & ANDREWS PREPARATORY SCHOOL TERMS AND CONDITIONS

1. No deduction or refund of money will be made if the student withdraws or is absent during the course of study. This includes periods of suspension due to lack of payment of school fees or otherwise.
2. If a student is unable to attend for whatever reason, notice must be given, either by phone call, or a letter must be submitted the following day.
3. Andrews Academy reserves the right to reschedule any lessons at its discretion.
4. Andrews Academy will not be held liable in any manner whatsoever for injury to, or death of the student, nor for loss or damage to personal effects and possessions whilst the student is on the premises, or anywhere else. Whether the injury, loss or damage is a result of negligence or otherwise. This includes indemnity for any excursion/field trip/community project the student may attend throughout the year. While every possible measure is taken to ensure the student's health & safety, unforeseen circumstances may occur.
5. This contract may not be transferred to another person, party, college, or institution.
6. Andrews Academy may from time to time implement rules & regulations it deems necessary in relation to course attendance; student conduct and other matters and the parent or guardian hereby agree subject to being duly notified in writing to comply with these. Please see the website for the most up-to-date Code of Conduct.
7. **Our annual fees are payable in advance, discounts will be permitted according to the following structure:**
(Please circle your choice)
 - a. **Annually (10% discount) by 1st December**
 - b. **Annually (7% discount) by 7th January**
 - c. **Bi-annually (4% discount) – half by 31st December and balance by 30th June**
 - d. **Per term – four equal installments payable 31st December, 31st March, 30th June and 30th September**
 - e. **Per month over twelve (12) monthly instalments, from 31st December to 30th November. A STOP ORDER must be arranged with your bank for tuition fees paid monthly.**
8. **For other sundry payments (uniform, textbooks, mission trips etc.), Electronic Funds Transfers (EFT's) are accepted. Cheque payments are not accepted.**
9. Note that payments need to be made in advance, on or before the last day of the month for the following month and no later than the 2nd day of the current month. Payments must be made in advance to ensure that it is reflected in Andrews Academy's bank account by the due date.
10. If any stop order payments are returned by the bank, all additional bank charges will be for the account of the parent or guardian, including a penalty charge of R300.00.
11. **Failure to pay fees by the 2nd day of the current month (in advance) will result in the immediate suspension of the student.**
12. If the tuition fees are to be paid by way of monthly instalments, and the instalment is not paid by the due date; a late payment penalty of R300.00 per month will be charged by Andrews Academy.
13. Parents or guardians enrolling their child during the course of the year will be charged the yearly tuition fee on a pro-rata basis.
14. Andrews Academy will close annually during December and January. Andrews Academy is also closed over certain long weekends and school holidays during the course of the year. The exact dates of such closures shall be advised at least a month in advance and appear on the school calendar. The monthly fees are payable irrespective of holidays, sickness and/or closing.
15. Subject to the provision of one month's advance notice, Andrews Academy reserves the right, without refund, to close for additional days throughout the year due notice will be given. Andrews Academy reserves the right to close the school at times of civil unrest and/or strike action.
16. All payments are to be made in accordance with the stipulations as set out on the Enrolment Form.
17. School fees shall be subject to an annual increase. Increases will be affected in January of each year. School fees shall be payable as per the schedule set out on the Enrolment Form.
18. **The parent or guardian may terminate the child's enrolment at Andrews Academy upon giving one full calendar *month* written notice to that effect. This applies to the first three terms of the year. One full term notice is required in writing if notice is given in the last term of the year. The final date for termination of enrolment is the 1st of September. The notice must be acknowledged, in writing, by the principal of Andrews Academy. Any parent who has not given notice by the 1st of September will be liable for fees for term one in the new curriculum year. **INITIAL:** _____**

19. If a parent or guardian removes a child from Andrews Academy without having given the required notice to that effect, that parent shall be liable for the full year's fees in accordance with paragraph 18 above, as well as any other outstanding balances.
20. Andrews Academy shall have the right in its sole discretion, without notice or refund, to terminate this agreement and to require the child to leave Andrews Academy immediately if the principal of Andrews Academy, deems this necessary as a result of disciplinary action or any other valid reason. Should this right be exercised on account of improper conduct on the part of either parent, Andrews Academy shall claim notice consistent with paragraph 20 above.
21. If any legal or other action is taken by Andrews Academy to recover any amount due to them in terms of this agreement, the parties to this agreement other than Andrews Academy will be liable for all costs on the attorney/client scale together with other such costs incurred by Andrews Academy to recover amounts due to them in terms of this agreement.
22. No relaxation of any of these terms by Andrews Academy for any reason whatsoever shall be a waiver of its right in terms herein, or constitute a variation hereof, unless reduced to writing and signed by all parties to this agreement.
23. Andrews Academy is not bound by any warranty, representation, promise, term or condition not stipulated herein, express or implied.
24. I/We consent to the jurisdiction of the Magistrates' Court in the Province where they are located as indicated on the enrolment form, for all purposes arising out of this agreement.
- 25. No certification or Qualification will be issued until the full balance due to Andrews Academy has been paid.**
- 26. No student can sit an examination unless all outstanding fees (tuition, examination and/or late examination fees) have been settled in full.**
27. Andrews Academy reserves the right to change, replace or rotate a staff member and/or assign children to classes without notice at the sole discretion of Andrews Academy.
28. Save as otherwise provided for in this agreement, should any party commit a breach of any provision of this agreement and fail to remedy such breach within seven days after receiving written notice from the other party aggrieved thereby requiring the defaulting party to remedy such breach, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's rights other rights in law, to claim immediate specific performance of all the defaulting party's obligations, whether or not due for performance without prejudice to the aggrieved party's right to claim damages.
29. All the rules as laid out by the CODE OF CONDUCT must be adhered to at all times.
- 30. I/We confirm that I/we have understood the terms and conditions contained herein and I/We further accept and agree to be bound by said terms and conditions.**

PARENT / GUARDIAN

NAME & SURNAME

ID / PASSPORT NUMBER

DATE

SIGNATURE OF PERSON
RESPONSIBLE FOR THE ACCOUNT

NAME & SURNAME

ID / PASSPORT NUMBER

DATE