

2025 Enrolment Contract

KimField Academy Private Primary



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KimField Academy

46 Kingfisher Drive, Fourways, 2055

admin@kidsinternational.co.za (011) 465-1801/ 083 626 0392 www.kimfield.co.za

DBE EMIS Registration Number 700401204 Field Further Education CC Registration No. 2004/103242/23

Private primary school in the heart of Fourways with fully qualified SACE registered teachers

Dear Parents/Guardians,

Welcome to KimField Academy Private Primary School and thank you for taking the time to consider enrolling your child with us.

Here at KimField Academy your child will not only have the opportunity to participate in a rigorous academic curriculum but will also benefit from partaking in a full complement of the Arts.

Our world class facility allows pupils to explore a myriad of passions within the Arts and Academics. Our goal is to draw pupils into a world of unlimited possibilities and our success is measured in seeing our pupils sharing sound values and living their life from the heart, sure in the knowledge they will not only be making history but also changing it.

We are committed to developing your child's talents and strengths whilst overcoming any weaknesses through dedicated attention to detail in an environment that still focuses on the child as an individual.

By enrolling your child with us you are making the decision to put quality over quantity. You are ensuring your child will reach his/ her full potential regardless of what they choose to become in life. A first-class education is after all the greatest gift you can bestow upon your most precious asset. At KimField Academy you get a structured CAPS curriculum which has been updated, modified and enhanced to ensure maximum academic exposure and practice. Your child is guaranteed individual attention in a small-class environment from dedicated teachers and staff.

Apply today and see your child blossom into a well-rounded, impeccably educated individual. We are committed to sending children out into the world who are confident and able to meet life's challenges and obstacles head-on.

If you have any further questions or enquiries, please do not hesitate to contact us. We are always available to assist you in any way we can.

Yours Sincerely, Ms C.L Field

Founder of KimField Academy Private Primary School

Initials Mother/Guardian Initials Father/Guardian

Fee Schedule 2025

Administrative Levy Payable annually for all new and existing pupils

New Students	R2000 non-refundable
Returning Students	R500 non-refundable before end August 2024 R1000 non-refundable before end September 2024 R1500 non-refundable before end October 2024 R2000 non-refundable from November 2024

Textbooks

A list of *compulsory* CAPS-aligned textbooks will be provided upon registration. Please make sure all books are purchased well in advance and that these books are sent to school on the first day of the academic year.

The KimField Academy diary is a compulsory purchase and can be bought directly from the school for R150.

Aftercare

Aftercare Daily Fee	R150 per day
Monthly Fee	R3000 per term

One month's notice is required when cancelling aftercare

School Fees	
Annual School Fees (Grade 1-7)	R56 400
Paid in full upfront before January 1st	(10% Discount) R50 760
Quarterly Payment (1 January, 1 April, 1 July, 1 October)	(5% Discount) R13 395 per quarter
Monthly Payment by debit order only (12 instalments)	R4700 per month
3 months' notice is required if your child is leaving the school	

Monthly payments are payable via **debit order only** and require a confirmation letter from your bank. Monthly school fees of R4700 are due on the first of every month for the full period of 12 months January - December.

To qualify for upfront payment discounts the full amount due must be paid before the relevant deadlines.

Code of Conduct

KimField Academy Private Primary School believes in protecting the rights and dignity of each individual pupil. In keeping with this ethos, it is important for both pupil and parent to be aware of the rules and regulations that control the way in which pupils may conduct themselves both in and outside of our environment.

School Hours:

School Start Time: 07:30 (all Grades)

Children are expected to be on time and settled into their classrooms by 07:30 daily. Should you arrive late you will need to accompany your child to the office and sign them in personally.

School Close Times: 13:00 Grade 1-3 14:00 Grade 4-7

Appearance:

All pupils are expected to be of neat appearance while in school uniform regardless of whether they are on school property or outside the school grounds. A uniform list will be provided along with your enrolment forms please make sure this is adhered to at all times.

- Correct uniform must be worn year-round. Term 1 and 4 Summer uniform. Term 2 and 3 Winter uniform.
- Black school shoes only, no sneakers or sandals.
- Hair neat and tidy, out of the face and eyes.
- Girls' hair must be tied back, and boys' hair must be cut neat and short.
- Nails are to be kept short, neat and clean.
- No make-up or accessories may be worn.
- Please note hats are compulsory every day.

Behaviour:

All pupils enrolled at KimField Academy are expected to adhere to the highest possible standards of behaviour. Failure to uphold these standards and actions that bring the reputation of the school into question will result in disciplinary action. We do not under any circumstances accept the following behaviour from any pupil at the academy...

- Foul language
- Bullying of any kind
- Disrespect towards teaching staff, grounds men, office staff or other parents.
- Disruption of any class activity.

Initials Mother/Guardian ______ Initials Father/Guardian_____

• Any unacceptable behaviour whilst dressed in their uniform.

Illegal Substances and Activities:

- No pupil of KimField Academy may partake in any form of illegal activity. Should a child be found in contravention of any of the below rules they will be immediately suspended pending a full investigation and possible expulsion.
- Vandalism of school property.
- Theft
- Alcohol, tobacco, and any other substance abuse.
- Carrying of weapons of any description.

Classroom Etiquette:

KimField Academy is a learning environment and as such the needs and best interests of every pupil must be respected. Behaviour that prevents other children from learning or teachers from conducting lessons will not be tolerated. Children are expected to follow all classroom rules as communicated by the teacher. Repeated transgressions will result in a meeting being called with parents, the School Management Team and the pupil in question.

Other Rules & Regulations:

KimField Academy Private Primary School may from time to time publish new or amended rules and regulations concerning the conduct of the pupils in attendance. It remains the child and parent's responsibility to ensure they are aware of what is permitted within the rules of KimField Academy. If at any time a child becomes unsure about how the rules apply to a particular situation, they should approach their teacher for clarity and guidance.

Application for Enrolment

Admission Process:

Please adhere to the following guidelines for completion of the enrolment form

- 1. The application must be completed in full. No incomplete applications will be processed.
- 2. If you are not a South African citizen your application along with all relevant documentation will need to be reviewed before a decision regarding placement is made.
- 3. Remember to initial each and every page in the space provided and sign clearly where indicated.
- 4. Certified copies of the following must be provided:
 - Child's birth certificate
 - ID document for both parents
 - 3 months bank statements
 - Child's immunization card
 - Proof of residence (Utility Bill)
 - Most recent school report
- 5. Once we have received your completed enrolment form, all mandatory documents and your administrative levy your application will be processed by the admissions department.

The admin fee is non-refundable except in the case where your child's application isn't approved due to a lack of space.

Below you will find the enrolment contract. This form will include a debit order instruction form which must be completed if you will be paying on a monthly basis.

Personal Details of Prospective Student

Full Name	Surname	
Date of Birth	Sex	
ID Number	Current Age	
Home Language	Nationality	

Academic Details of Prospective Student

Current School				Current Grade		
			Previous	s Schools		
Year of entry into S	SA Sch	ool system				
School Name					Year	
School Name					Year	
School Name					Year	
Does child have sib	lings a	t KFA?				
Any special educational needs the school should be aware of						

Medical Particulars of Prospective Student

Medical Aid			Medical Aid Number	
Doctor's Name			Doctor's Number	
Person to contact in case of	of emergency			
Emergency person's contact number				
Allergies				
Important past medical history				
Any other health issues				

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Personal Details of Parents/Guardians

If not parent please state relationship		
Mother's Full Name & Surname		
ID Number		
Full Physical Address		
Contact Number	Cell: Home:	
Email Address		
Occupation		
Employer Full Name		
Full Work Address		
Work Number		
Father's Full Name		
ID Number		
Full Physical Address		
Contact Number		
Email Address		
Occupation		
Employer Full Name		
Full Work Address		
Work Number		
Marital Status		

Alternate Emergency Contact

Name	
Relationship	
Contact Number	
Alternate Number	
Address	

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Child lives with

Person responsible for Payment of Account

Full Name	
ID Number	
Contact Number	
Email Address	
	Domicilium/Residential Address

Policy regarding Payment of Fees

Please ensure you can afford the school fees before signing the contract. As a private education facility we rely solely on timeous payment of fees to remain operational. There are many excellent government subsidized primary schools in and around our area. Please DO NOT enrol your child with us if you cannot comfortably afford the required payments. We do not like having to chase after outstanding fees any more than you as parent like receiving phone calls or being stopped at the entrance.

To ensure the long-term viability of the Academy it is necessary to act with financial prudency and place certain procedures in place with regard to payments, collection of fees, arrear accounts and the recovery of debt. The purpose of this policy is to standardize the procedure for the collection of outstanding fees. The policy is in line with the enrolment contract as well as the provisions of the Consumer Protection Act (CPA) Act 68 0f 2008 and will apply to all Parents/ Guardians/ Trusts/ Benefactors of a child/children who are students at Kim Field Academy at or from the date of implementation of this policy. All outstanding fees, including fees outstanding prior to this policy being implemented by the Board of Governors, will be covered by this policy.

The school offers three payment options:

1. Annual Fee Payment

The full payment of annual fees on or before 1 January attracts a 10% discount applied to the annual fee charge. The 10% discount will only apply to payments that reflect in the Academy's bank account by this date. No exceptions will be made to this rule. The discount also applies to aftercare fees paid in advance.

2. Termly Fee Payment

Termly fees are due on or before the first day of each term. The term dates will be communicated in advance at the start of the academic year. A 5% annual discount is applied to termly fee payments made upfront.

3. Monthly Fee Payment

All parents choosing this option must please complete a debit order form. Monthly fees are due for payment in advance by the first day of the month. The debit order deductions take place on the first working day of the month or on the day that you indicated on your debit form/contract. Monthly fees are calculated based on the annual fee over12 months covering the period January to December.

In the event of the party responsible for payment not being able to comply, they must make an acceptable arrangement with the Business Manager indicating when fees will be paid. Should they fail to meet the arrangement, the account will be deemed to be in arrears, and the Academy will take the necessary steps to recover the outstanding amount. The Academy will deactivate your fingerprint/ access card access by the gate. We will hand you over for blacklisting with Accountability.

Should a debit order instruction be returned as unpaid for two consecutive months the account will be flagged as high risk and a security deposit equal to one month's tuition fees will become payable in addition to the arrears amount before the account will be reinstated.

Please note that the contract entered into with KimField Academy is conditional upon the financial obligations agreed to within this contract. **Non-payment of fees will be regarded as a breach of contract** and result in a 30 day notice period to either remedy or find an alternative school for the pupil.

4. Account Statement

An account statement is available upon request and will be emailed to the address provided for the Academy's database. The onus is on the accountholder to ensure they receive a monthly account or request such from the administrator admin@kidsinternational.co.za

I, (full name of person responsible for fees), have read and fully understand the above regarding payment of fees, the financial obligation I am taking on and the consequences of not meeting these obligations.		
Please sign next to your preferred payment option		
Option 1: Annual Payment	_	
Option 2: Termly Payment	_	
Option 3: Monthly Payment	_(debit order only)	

A statement will upon request be generated and emailed to the email address provided on the academy database. The onus is on the account holder to ensure they receive the monthly account or request a copy from the administrative office admin@kidsinternational.co.za

Bank Details

Field Further Education

Absa Bank Account Number: 04069834749 Branch code: 632005

Reference: Child's Name

Key Areas		
Annual Payments	• A 10% discount is offered for fees paid up front, in full, for the entire year before 31 January .	
Monthly Fees	• Fees are payable in advance over 12 months January - December	
Debit Orders	• Debit orders must run on the closest day after your salary date. Options available include the 25 th , 28 th , 1 st of the month or the 16 th of each month	
Penalties	 A R250 returned debit order fee will be charged where applicable. Should a debit order return unpaid twice over the course of a year your account will be marked as "high risk" and one month's fees will be required as a security deposit. Any late payments will incur interest 0f 10% on top of outstanding fees 	
Invoices	 Invoices will be sent via email on the 25th of each month or the closest business day thereafter. Statements are available upon request <u>admin@kidsinternational.co.za</u> The account holder is responsible for ensuring their contact details are correct and updated when required 	
Notice Period	• A termination letter must be submitted in writing 3 months before the student's last day	
New Parents	 All new parents must attend an interview with the finance department prior to confirmation of enrolment. Parents/Account Holder will be required to sign the following documents. Payment policy and procedures document Undertaking to pay school fees Debit order instruction 	

Non-Payment			
Arrears Accounts	• Accounts more than 14 days in arrears will initiate suspension processes.		
Initiation of suspension	 Email and SMS notification sent to account holder/parents informing them of immediate suspension along with statement of fees payable. Accounts department will attempt a telephonic notification. Student may not return to school until due process below has been followed 		
Parent Response 1	 Arrears settled in full, proof of payment sent to Accounts department. Account flagged as "High Risk". One month security deposit required. Account reinstated and student readmitted. 		
Parent Response 2	 Meeting with school board requested via call/email within 2 business days. Proposed payment plan and appeal submitted in writing including evidence of changed financial situation/reason for breach of contract. Appeal is reviewed by the board and feedback provided within 48 hours. Approved appeals will require the signing of an acknowledgement of debt letter (AOD) and a payment plan as well as a new debit order instruction. If the appeal is denied parents/account holder will be notified in writing and the suspension will remain in place pending possible termination. 		
Parent Response 3	 No response received within prescribed period. Email, SMS and phone call made to inform parent/account holder that if no attempt has been made to remedy account suspension will be converted to a termination. Termination letter sent via email, SMS and registered post. Statement of account and legal letter informing of debt collection process being instituted sent to parents/account holder 		

Terminated Accounts				
Termination Letter	 Termination letter sent due to No response from parents/account holder Payment plan rejected by school board. Default on payment plan 			
Termination Procedure	 Termination letter sent via registered post. Information passed to Admissions department and student's seat automatically becomes available to new intakes. Accounts not settled within 7 days will be handed over to the school's attorneys. Parents/Account holder will become liable for all outstanding fees, interest charges, penalties and full costs of debt collection proceedings 			
High Risk Accounts				
Reasons	 All suspended accounts Accounts with a history of late or irregular payments Accounts with 4 or more penalties in a calendar year 			
Payment Terms	 Security deposit equal to one month's fees payable immediately Security deposit to remain in effect for the full calendar year 			

Credit checks

The Scool reserves the right to do a credit check on the person responsible for the fee payment on application or at any time while the student is attending the school.

Default Payments

- The School is entitled, without prejudice to any other rights, to terminate a student's enrolment if the school fee account remains in arrears for 14 days after written notice calling for payment.
- The School also reserves the right to suspend a student until the financial issues have been resolved.
- Any cost to administer and collect the debt will be added to the outstanding debt for collection.
- Students will not be allowed to go on trips or tours, whether local or international, if the account is in arrears.
- Any outstanding fees from the previous year must be settled before the start of the next academic year.
- If there are any outstanding fees at the start of an academic year relating to prior year fees, the school will deem this as breach of contract, and the student will not be allowed to attend the academy for the new academic year.

Withdrawal of a Student

A full term's notice, in writing, is required when withdrawing a student from the school. This is 3 months notice given as per full term instruction mentioned within this section.

Conditions of Enrolment

1. APPLICATION: I/we the undersigned understand KimField Academy Private Primary School reserves the right to refuse an application and is not required to give reasons for such a refusal.

2. PAYMENT: I/We the undersigned understand the right of Kim FieldAcademy Private Primary School to refuse my/ our child admittance to the facility in the event I/we fail to adhere to the agreed upon payment schedule.

3. CONDUCT: I/we the undersigned understand that my/our child will conform to the Policy and all relevant codes of KimField Academy Private Primary School both whilst attending classes and activities inside the property as well as with any activity undertaken outside of the property and that failure to uphold the good name of KimField Academy Private Primary School at all times may result in disciplinary action being taken against my child.

4. CREDITCHECK: As per the National Credit Act, I/We hereby authorize Field Further Education CC to do consumer credit vetting on me/us personally.

This done and signed at	(place) on	(date).
Mother's Full Name:		Signature:
Father's Full Name:		Signature:

Initials Mother/Guardian _____ Initials Father/Guardian____

Authority & Mandate for Payment Instruction

Authority Given by:	(Name of Account Holder)
Account Details:	
Bank Name:	
Account Type:	
Account Number:	
Branch Code:	
	d Further Education cc Kingfisher Drive, Fourways, 2191
Refer to our contract da	ted ("The Agreement")
 abovementione exceed my/our 2. The individual (interval) on or instruction may 3. The payment in and if provided issuing of any p 4. I/we agree that instructions will this authority in 5. MANDATE I/we acknowled been issued by 6. CANCELLAT I/we agree that also understand mandate if such 7. ASSIGNMEN I/We acknowled rights to any th contract/author 	although this authority and mandate may be cancelled by me/us, such cancelation will not cancel the Agreement. I/we that I/we cannot reclaim amounts, which have been withdrawn from my/our account (paid) in terms of this authority and amounts were legally owing to you.
Signed at	(place) on(date)
Assisted by:	r operating on account.

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SECTION 2

CONTRACT OF ENROLMENT

Made and entered into by and between: Field Further Education cc. (Hereinafter referred to as "THE KIMFIELD ACADEMY")

and

and

1 Unless the context clearly indicates a contrary expression, an expression which denotes:

1.1 Any gender shall include the other genders.

1.2 A natural person shall include an artificial person and vice versa; and

1.3 The singular shall include the plural and vice versa.

1.4 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday, or Public Holiday in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday. Fees must be paid in accordance with the schedule as outlined under the section concerning Fees.

1.5 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail. 1.6 Schedules or annexure to this Agreement shall be deemed to be incorporated in and form part of this Agreement.

2. In this Agreement, unless the contrary appears from the context, the following expressions shall bear the meanings assigned to Them below: -

2.1 "Agreement" shall mean the Agreement as set out in this document, also referred to as the 'Enrolment Form', the 'Enrolment Application Form', and/or the 'Contract of Enrolment".

2.2 "Kim Field Academy Private Primary Education", "Field Further Education", and "The KimField Academy" shall mean CC Registration no.2004/103242/23, the unit serving the interests of children from Grade R to Grade 7 respectively.

2.3 "Child" shall mean the minor children rolled at Kim Field Academy as appears on the Enrolment Form.

2.4 "Enrolment Form" shall mean this whole registration form for Kim Field Academy, completed by the parent/s, for the enrolment of the child at Kim Field Academy Private Primary School.

2.5 "Parent" shall mean the biological parent/s and/or legal guardian of the child, who are jointly and severally liable for all financial implications arising through this contract and enrolment.

- 3. The KimField Academy will open at 06h00 to receive learners; however, school will start promptly at 07h30.
- 4. Please take note of school close times for respective grades. In the event that the parent is unable to fetch the child within 30 minutes after the close of school the parent will be billed the prevailing daily rate for aftercare. In the event of the disregard by the parent for the absolute closing time of The Kim Field Academy (17h30), Field Further Education reserves the right to terminate this contract with immediate effect, and recover fees in lieu of notice as outlined in paragraphs below. At no time will staff be encumbered with the care or supervision of children left at the school after 17h30 unless specifically agreed upon in which case the parent will pay the staff member on duty R10 for every 5 minutes or part thereof the child stays at the school after 17h30.
- 5. The KimField Academy shall close for public holidays and December school holidays as outlined in our Calendar. The Annual Fee is payable irrespective of holidays, sickness, and/or closing. See our calendar for school holidays and terms.
- 6. Notwithstanding paragraph 5 above, and subject to the provision of 30 days' advance notice, KimField Academy reserves the right, without refund, to close for additional days throughout the year, and without notice or refund, KimField Academy reserves the right to close the facility at times of civil unrest and/or strike action, and/or should the school feel it necessary to do so.

- In consideration for KimField Academy's undertaking contained herein, The KimField Academy and parent agree to act in good faith 7 in all matters howsoever relating to the facility. The KimField Academy reserves the right to suspend the child from all future activities at KimField Academy pending the settlement of any outstanding account. In Kim Field Academy's sole discretion, and without notice, in the event of; disregard by the parent for the general rules; improper conduct on behalf of either parent, or the child; disregard of the rules pertaining to fees, uniforms, or other policies; a disregard for our closing times, KimField Academy reserves the right to terminate this contract with immediate effect, and recover fees in lieu of notice consistent with paragraphs 10 and 11 below, and/or; without notice or refund, and at The KimField Academy's sole discretion, to suspend the child from The KimField Academy altogether until such time as The KimField Academy deems it appropriate for the child to return to the facility.
- Tuition fees and levies shall be subject to an annual increase not exceeding the national inflation rate plus 8%, which increase shall 8 generally be affected in January of each and every year. Should The KimField Academy find it necessary to increase fees by a margin greater than 8 percentage points above the national inflation rate, one Calendar Term's notice shall be given by The KimField Academy.
- Notwithstanding the provisions of paragraph 8 above, The KimField Academy may increase fees and levies, individually or severally, for any particular period, provided that it shall give notice of such increase in fees to the parent not later than 7 (seven) days prior to the commencement of the period in question for which the fees are to be increased. The standard calendar term's notice shall still apply should the parent wish to terminate this agreement, and the new rate, as per the notice, shall remain applicable.
- 10. The parent may terminate the child's enrolment at The KimField Academy on giving one full calendar term's notice to that effect in writing and securing a written acknowledgement from KimField Academy. The calendar shall be made available upon request and may change within each year. The parent shall continue to be liable for the full fees due to KimField Academy until the conclusion of the notice period. Said notice must be congruent with the school terms.
- 11. If a parent removes or gives cause to remove a child from The KimField Academy without having given the required notice to that effect, that parent shall immediately be liable for the full amount of the current term's fees, as well as the balance of the following term's fees. Levies (stationary etc.) are not refundable.
- 12. Should The KimField Academy, at its sole discretion, deem it necessary to institute legal proceedings and/or engage the services of any 3rd party or parties against any parent for the recovery of any fees owing to it, that parent shall be liable for all costs incurred by The KimField Academy on the attorney and own client scale, and/or the full collection fee set by the third party in the case of that third party not being an attorney, as well as a R5000.00 administration fee (to cover the cost of phone calls and correspondence, meetings, faxes, and the cost of losing focus on our core business, etc.) which shall become immediately due and payable to The KimField Academy.
- 13. The parent specifically acknowledges that neither KimField Academy nor any of its members, employees, private service providers or agents shall in any manner whatsoever be responsible for any loss or injury howsoever sustained by the child and/or parent, arising from any cause whatsoever, including negligence of The KimField Academy or any of its employees, agents, invitees, or private service providers.
- 14. The KimField Academy reserves the right to decide whether a child may or may not attend The KimField Academy for health reasons. According to current health regulations, a sick child may not remain at The KimField Academy and has to be isolated at home or at another suitable venue. The KimField Academy must be notified of any cases of infectious diseases immediately. No child may attend The KimField Academy suffering from a temperature, a bad cough, vomiting, infection, worms, ringworm, diarrhoea, head lice or any other complaint. In the case of a child returning to The KimField Academy after an infectious illness, a medical certificate clearing the child of the illness shall be required.
- 15. Medication and nebulizers may not be sent with the child to be administered by the staff of The KimField Academy to that child. Under no circumstances may medications be put into children's bags.
- 16. Every child's bag, clothing, including but not limited to under clothing, socks and shoes, stationery and equipment, must be clearly marked. The KimField Academy shall not be responsible for the loss or damage of any items. Bags are to be clearly labelled with your child's name on the outside. Unmarked bags and clothing items will be labelled with black marker pen by the staff to assist with ready identification.
- 17. Parents are to ensure that their children are neatly dressed and that they are equipped with all items and equipment as required. Children are encouraged to be independent and are required to manage their own belongings. Each child shall, on a daily basis, bring a schoolbag, or satchel, to hold the required books and stationery items.
- 18. No child shall be allowed to bring any sweets, bubble gum or toys with them onto the premises of The KimField Academy. Any such item brought by any child onto the premises of The KimField Academy shall be removed from the child by the staff of KimField Academy and only returned to the child at the end of the day when the child is collected. Neither the KimField Academy nor any of its employees, agents, invitees, or servants shall be responsible for the loss of or damage to any such item.
- 19. NB! Parents are to ensure that all gates and doors are closed behind them on entering and exiting the premises of The KimField Academy. Parents may not disrupt lessons and classes.
- 20. Anyone who enters the premises of The KimField Academy, makes use of the driveway, parking area, toys, equipment, and facilities, at their own risk, and should any damage to KimField Academy premises or equipment arise as a result of any use of said facilities, the sum of the repairs or replacement (determined solely by The KimField Academy management) shall immediately become due from the parent.
- 21. 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 7 (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 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 rights to claim damages.
- 22. This agreement including its validity, existence and implementation, the interpretation and application of its provisions, the respective rights and obligations of the parties in terms of and arising out of the conclusion, breach and termination of the provisions of this agreement, shall be interpreted and governed in all respects by the laws of the Republic of South Africa.

23. The parties choose as their domicilia citandi et executandi for all purposes under this Agreement, whether in respect of court proceedings, notices or other documents or communications of whatsoever nature, save as provided for in the paragraph relating to newsletters and rules, the following addresses:-

23.1 THE KIMFIELD ACADEMY, 46 Kingfisher Drive Fourways Tel: 011 4651801

23.2 Physical address of parent/s

24. Other documents or communications of whatsoever nature, save as provided for in the paragraph relating to newsletters and rules, the following addresses:-

24.1 THE KIMFIELD ACADEMY, 46 Kingfisher Drive Fourways Tel:011 4651801 24.2Physical address of parent/s

25. Or at such other address at which the parties concerned may notify the other/s in writing provided that no street address as mentioned in the sub paragraph shall be changed to a post office box or poste restante.

26. Any notice given in terms of this Agreement shall be in writing and shall: -

26.1 If delivered by hand be deemed to have been duly received by the addressee on the date of delivery.

26.2 If posted by prepaid registered post, be deemed to have been received by the addressee on the 8th day following the date of such posting unless the contrary is proved.

26.3 If transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch unless the contrary is proved.

26.4 Notwithstanding anything to the contrary herein, all correspondence addressed to The KimField Academy may only be deemed as received by The KimField Academy upon receipt of written acknowledgement thereof from the school's management.

- 27. The KimField Academy may adjust the rules, providing 7 (seven) days' notice of effect of any and all such changes. The KimField Academy may provide all such notices by way of the (generally) monthly newsletter communications. The onus is on each parent to ensure that they receive and read the newsletters which shall be distributed via the child's book, with additional copies being made available upon request.
- 28. This agreement constitutes the whole agreement between the parties relating to the subject matter hereof, save as herein provided for. No party shall be bound by any express or implied terms, representation, warranty, promise, or in the like not recorded herein, or not recorded in our policies.
- 29. No amendment or consensual cancellation of this Agreement or any provision or term here of, including this paragraph, no settlement of disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreements hall be binding unless; it is communicated to the parent through the newsletters; or recorded in a separate written document and signed by both parties and such extension waiver or relaxation or suspension which is so-given or made shall be strictly construed as relating strictly to the matter in respect where of it was made or given.
- 30. No extension of time, waiver, or relaxation of any of the provisions or terms of this Agreement shall operate as estoppels against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 31. I/We hereby hold myself/ourselves liable as co-principal debtors of Field Further Education for the contracted period, and for any amount arising out of this agreement.
- 32. As per the National Credit Act, I/We hereby authorize Field Further Education to do consumer credit vetting on me/us personally, the cost of R80 per individual checked shall be for the parents' account.
- 33. I/We hereby consent to; being blacklisted with the various credit bureaus if for any reason there is a default in payment or part thereof, and pays any charges related to credit vetting and blacklisting.

hus done and signed at	(place) on	(date) by;
Father/Guardian (Full Name)	Signature	Date
Mother/Guardian (Full Name)	Signature	Date
For Kim Field Academy (Full Name)	Signature	Date
Witness (Full Name)	Signature	Date