

## **SECTION 10: DECLARATION**

I (Full names and surname) \_\_\_\_\_

I.D. Number \_\_\_\_\_, as parent/guardian, declare that the information furnished in this document to be true and correct, and I undertake and agree to:

- a) Inform the school of any change to the information provided with this application;
- b) Ensure that this learner attends school regularly;
- c) Assist this learner in complying with the Code of Conduct as laid down by the Board of Governors;
- d) Ensure the timeous settlement of school fees (refer to Section 10 above);
- e) Ensure that the learner is present at activities in which he is called upon to represent the school;
- f) Ensure that the learner participates in at least one sport or cultural/ co-curricular activity per term;
- g) Support Northwood's decisions on disciplinary matters and will endeavour to ensure that my son accepts both the responsibility and the consequences for his actions; and
- h) I further consent to:
  - this learner's participation in the school's extra-mural programme. This consent is hereby given by my signature below and, provided that relevant staff members act responsibly and professionally, I indemnify the school and its employees of any liability if this learner is injured whilst participating in any of the above-mentioned activities; and
  - his participation in the life orientation (LO) programme (unless medically exempt) and any organised activities, including educational visits, tours and expeditions.

**In terms of Section 40 of the SA Schools Act, you are liable to pay the school fees as determined in terms of Section 39 of the Act, and the school may enforce this payment in terms of Section 41 by taking legal action. Legal action will be instituted against parents who are not up to date with fees and who have made no effort to contact us to discuss payment or make an acceptable payment arrangement. Should you believe you qualify for an exemption, as provided for in the South African Schools Act, please contact Mrs Sharon van Audenhaege on 031 5636501 Ext 325 or email ([svanaudenhaege@nwood.co.za](mailto:svanaudenhaege@nwood.co.za)), who will assist you.**

Payments are made subject to the following terms and conditions:

1. Payment of public school fees is a statutory duty in terms of the South African Schools Act No 84 of 1996 (as amended). These school fees are payable annually in advance at the beginning of each school year, and such payment is compulsory unless I/we have been granted an exemption or partial exemption. However, purely to reduce the financial burden on parents, the school may extend the terms of payment completely at its discretion – typically, extended payment terms involve ten equal monthly payments over the period from January to October. Should the School grant me such an indulgence, I accept that this undertaking in no way changes the fact that the

payment of school fees is a statutory duty and not a voluntary agreement, particularly not a credit agreement as defined in terms of the National Credit Act No. 34 of 2005.

2. In the event of the School allowing me any form of extended payment, and I default and fail to pay any single instalment by the due date, then the whole amount currently outstanding will become immediately due and payable.
3. In the event of legal action being taken to recover school fees, I shall be responsible for the payment of all legal costs, including attorney and client fees, tracing fees, and collection commission.
4. For this undertaking, I choose the following physical address as my *domicilium citandi et executandi* for the service of all legal notices and processes until I advise the school in writing of my new address, which will then become my new legal domicile: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. If I do not complete point 4 above, I accept that either of the residential address/es recorded in section/s 5 and/or 6 of this application may be taken as my legal domicile until I advise the school in writing of my new address, which will then become my new legal domicile
6. I/we authorise the School to do credit bureau searches on me/us and in the event of any school fees due by me/us not being paid, I/we authorise the School to inform any relevant credit bureau and have my/our name listed with them.
7. A full month's fee is payable if the pupil is registered at the school for any portion of the month. Northwood requires **30 calendar days' written notice when a learner leaves the school if a refund of the unused portion of the school fee is requested.**
8. Compulsory School Fees are regarded as a statutory duty which is prescribed by law and may not be referred to a debt counsellor for debt review under section 86 of the National Credit Act. Please note that schools are exempt from the National Credit Act.
9. If I/we are not the natural parent and/or legal guardian of the child/ren, then I/we accept responsibility of parent as defined in Section 1 of the Schools Act.
10. I/we understand that, in terms of the Schools Act, parents are jointly and severally liable for school fees and any divorce order is *inter partes* binding between the parents and does not affect either of the parents' liability to the School.
11. I/we have been advised of the exemption available to me/us on school fees.
12. The Governing Body reserves the right to amend these terms and conditions from time to time on notice to parents.
13. The school operates on a budget and is heavily reliant on parents paying on time.

I/We, the undersigned, do hereby confirm that I accept responsibility as **PARENT** as defined in terms of the broader definition of the parent in Section 1 of the SA School Act No. 84 of 1996 (The Act). This in terms of the education provided / to be provided by Northwood School (The School) and specifically undertake to be responsible for the school fees of the said learner as set out in Section 40 of the Act, the details of which I acknowledge the school has advised me.

**FATHER'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**MOTHER'S SIGNATURE:** \_\_\_\_\_ **Date:** \_\_\_\_\_

