

HOME STUDY CENTRE

A.E.Consulting

Aiding Education and Understanding Students

Fairmount

CELL NO: 084 250 4268

E-MAIL: info@homestudycenter.co.za



APPLICATION FORM 2020

Application form and enrolment contract between A. E. Consulting and the undersigned parent and/or legal guardian.

Student Details			
Surname		Age	
First name		Gender	
Date of birth		Language	
ID Number		Highest grade achieved	
Previous school			

Parent/Guardian Details			
	Mother's Details	Father's details	Emergency contact
Surname			
First name			
ID Number			
Physical address			
Postal address			

Cell No.			
Home Tel No.			
Work Tel No.			
Occupation			
Email address			

Medical Information

Medical Aid Name	
Medical Aid Number:	
Main Member	
Home Doctor and Tel No:	
Allergies / Medical conditions	
Chronic Medication	
Medical History	

Relative/Friend Information

Name and Surname	
Tel (Home)	
Tel (Work)	
Cell No.	
Residential Address	

Account Details

Person responsible for payment of the fees					
Tel (Home)		Email			
Cell No.		Work No.			
Residential Address					
Method of Payment (Please tick the appropriate box)	Payment by Cash		Electronic transfer		

A. E's BANKING DETAILS

Bank	Standard Bank
Branch	Rosebank 4305
Account Number	001641182
Account Name	A.E. Consulting Services

Signature

Contract

We

(Full Names and Surnames)

The Parents / Legal Guardians of

(Full Name and Surname of Student),

hereby agree to the following terms and conditions:

1. General

Please read the information that follows carefully. The contents of these Terms and Conditions, as well as the Code of Conduct and Information Guide, all constitute the Service Contract between the student, his/her parents, guardians or sponsors and A. E. Consulting cc.

2. Period of agreement

2.1 Notwithstanding the date of signature, this Agreement shall commence on date of commencement at our centre and shall continue for a period of 12 months, unless terminated at an earlier date in accordance with the provisions of this Agreement;

- 2.2 Once the completion date has been reached, the Agreement shall not continue indefinitely but, it may be extended by Agreement between the Parties, subject to consensus on any price increases or any other matters the Parties deem appropriate;
- 2.3 A. E. Consulting will inform the parents / guardians in writing at least 40 days before the end of this agreement that it will come to an end;
- 2.4 A. E. Consulting will advise on any material changes to the current terms and conditions in such a notification.
- 2.5 On receipt of the abovementioned notice the parents / guardians may agree to renew the Agreement for another year, or give notice of cancellation at least 20 business days before the end of the period of agreement without penalty;

3. Registration & Processing Fee

A registration/processing fee in the amount of R500 is payable to A. E. Consulting. The said registration fee is not refundable under any circumstances whatsoever, unless an applicant is not eligible for admission.

4. Fees

- 4.1 The Tutorial Fees are **R3 800** a month;
- 4.2 Tutorial Fees are payable monthly in advance, on or before 28th of each month, for the month to come.
- 4.3 Should any payment not be made on due date, the full balance then outstanding plus interest at the maximum permitted rate will immediately become due, owing and payable.
- 4.4 Tutorial Fees are paid into the bank account of A. E. Consulting cc, Standard Bank, Account number, 001641182, Branch code, 4305.
- 4.5 A. E. Consulting has the right to change the prices between school terms. Tutorial Fees are subject to an annual increase.
- 4.6 The following additional costs are not included in the tuition fees:
- Workbooks and stationery
 - Tours/outings/art material

5. Payment

- 5.1 The tuition amount shall be paid in cash or via internet banking. Payable to A. E. Consulting cc, Standard bank, Account number, 001641182, Branch code, 4305, on or before the 28th of every month;
- 5.2 The Parents / Guardians shall have no right to withhold payment or make setoffs or deductions from any payment for any reason whatsoever;

- 5.3 No extension of payment of any nature will be granted unless reduced to writing and signed by the Parents / Guardians and a duly authorised representative of A. E. Consulting cc;
- 5.4 A. E. Consulting cc shall have the right to suspend the delivery of tuition services and to exercise its rights in terms hereof if any amount due by the Parents / Guardians is unpaid.
- 5.5 If any amount owed is not settled in full on the required due date, or alternatively on demand, A. E. Consulting is entitled to, without prejudice to any of its rights, immediately institute legal action against the Parents / Guardians.

6. Duties of Parents / Legal Guardians

- 6.1 It is the parents / guardians responsibility to register any student under the age of 15 with the Department of Education. This is done by either having a student registered with a formal school or, by registering the student themselves.
 - 6.1.1 Should the parents / guardians choose not to do so, they specifically indemnify A. E. Consulting cc from any such decision.
 - 6.1.2 The parents / guardians acknowledge that they remain legally responsible for the schooling of their student and the adherence to any legislative requirements as issued in law by the applicable bodies.
 - 6.1.3 The parent / guardian accept full responsibility in their sole capacity for any legal action brought against them in relation to their choice of schooling for their student.
- 6.2 It is the responsibility of the parents / guardians to assist the student in choosing the correct Tutorial subject combinations. A. E. Consulting may be consulted on the selection, however it remains the parents / guardians and students responsibility to make the correct decision.
- 6.3 It is the parents / guardians responsibility to keep all contact information up to date and undertake to notify A. E. Consulting in writing within 7 days of any change of address or any other information supplied herein.
- 6.4 The parents / guardians accept joint & several liabilities to A. E. Consulting for the due and punctual payment of Tutorial Fees in respect of attendance or participation in all tuition.

7. Duties of A. E. Consulting

- A. E. Consulting will facilitate the student to the best of their ability; however it remains the parents / guardians' duty to play an active role in making sure that the student does his/her duties (Homework, has the right learning equipment, etc.).

It is expressly stated and understood that A. E. Consulting offers Tutorial services to homeschooled students. A. E. Consulting in no way has or claims to have any rights, responsibilities, accreditations or compliance as a registered school.

A. E. Consulting cc will facilitate and supply services in accordance with the parents / guardians' needs

as requested.

8. Breach / Cancellation

- 8.1 If either party commits a breach of the provisions of this agreement and fails to remedy the breach within 20 (twenty) days of receipt of a written notice from the other party requiring the breach to be remedied, the innocent party may at its option either:
 - 8.1.1 Enforce immediate specific performance of the defaulting party's obligation under this agreement; or
 - 8.1.2 Without prejudice to any other right, which it may enjoy, cancel this agreement and recover such damages as it may have suffered by reason of the breach.
- 8.2 Either party may cancel this agreement by giving the other party 20 business days written notice thereof, subject to their obligations being met in terms of this agreement up until date of cancellation;
- 8.3 In the event that the parents / guardians give 20 business days' notice, A. E Consulting is entitled to charge a reasonable cancellation fee, calculated at 40% of the value of the remainder of the fixed term agreement;
- 8.4 In the event that the parents / guardians pays the registration fee in terms of clause 3, and within 20 business days of the commencement date the student has failed to commence tutoring, A. E. Consulting cc will be entitled to charge a penalty fee of 40% of the value of the whole years fees, unless the cancellation is as a result of the death / hospitalization of the student, in which event no cancellation fee will be charged;
- 8.5 In the event that a student is expelled or suspended due to the breach of the provisions contained in the Code of Conduct, the deposit paid will be forfeited in its entirety and retained as a penalty fee;
- 8.6 In the event of either party breaching any obligation under this agreement, and the aggrieved party deeming it necessary to engage the services of a registered debt collector or attorney to recover any payments which may be due or payable, the infringing party shall be liable for:
 - 8.6.1 Tracing agent fees (if required);
 - 8.6.2 Fees, disbursements and expenses to which the debt collector is entitled in terms of the Debt Collectors Act; or
 - 8.6.3 The attorney's costs on an attorney and own client scale;
 - 8.6.4 Collection Commission in the amount of 10% on each instalment paid to the debt collector or paid directly to the aggrieved party following handover of the matter to the debt collector, provided that the collection commission charged shall not exceed the statutory prescribed maximum amount;
 - 8.6.5 The aggrieved party's attorney or debt collector (as the case may be) shall on receiving a payment from the infringing party, have the right to allocate such payment firstly towards disbursements incurred by the attorney or debt collector, secondly towards fees to which the attorney or debt collector is legally entitled, thirdly towards interest due to the aggrieved party and finally towards the capital amount due to the aggrieved

party;

9. Termination

9.1 Without prejudice to any other remedies which either of the parties may otherwise have in terms of the Agreement or at law, the aggrieved party shall be entitled to terminate the agreement, by written notice to the other, in the event that the infringing party:

9.1.1 Breaches any of its obligations and/or warranties in terms of this agreement;

9.1.2 Acts dishonestly and/or in bad faith;

9.1.3 Made or makes any intentional or negligent misrepresentation to the aggrieved party, whether in any negotiations preceding the conclusion of, or in the execution of this agreement;

9.1.4 Conducts itself in a manner which is likely to bring the aggrieved party into disrepute;

9.1.5 Commits the same or a substantially similar breach more than 3 (three) times within any period of 6 (six) consecutive months.

9.1.6 Commits a breach of the terms and conditions of the agreement, and fails to remedy such breach, within seven 7 calendar days after receiving notice from the aggrieved party to do so.

9.2 The termination of the agreement, for whatever reason, shall not affect the rights of either of the parties:

9.2.1 That may have accrued before the termination of the agreement; or

9.2.2 Which specifically or by their nature survive the termination of the agreement.

10. Variation

No variation, alteration or consensual cancellation of this agreement shall be of any force or effect, unless in writing and signed by all of the parties.

11. Waiver

No indulgence which either party may grant to the other shall constitute a waiver of any of the rights of that party, who shall not thereby be precluded from exercising any of its rights against the other Party which may have arisen in the past or which might arise in the future.

12. Severability

If any provision of this agreement is invalid or unenforceable for any reason, it will not thereby

invalidate the whole agreement, unless the provision in question goes to the heart of the agreement. In such event, the party who is adversely affected by the invalid provision may elect to cancel the agreement; or to continue with it, or continue with it subject to agreement on any appropriate provision to replace the invalid or unenforceable one.

13. Assignment & Cession

No party shall without prior written consent of the other party, cede any of its rights or assign any of its obligations under this Agreement.

14. Force Majeure

14.1 Neither party shall be in breach of this agreement, where the inability to comply with any obligation is caused by *Force Majeure*. *Force Majeure* shall include, but is not limited to; war, riots, civil commotion, natural / physical disaster, strike or industrial action by either party's employees, any action by government or public authority, and circumstances wholly beyond the control of the Parties.

14.2 Notice of an occurrence of *Force Majeure* shall be given to the other party as soon as possible, and shall include details of the event, and the likely effect it may have on either party's obligations in terms of this agreement.

14.3 Should either party be prevented from carrying out its contractual obligations for a continuous period of 14 (fourteen) days as the result of the occurrence of *Force Majeure*, this agreement may, at the other party's instance, be terminated on the expiry of the 14 (fourteen) day period.

15. Domicilium

The parties choose as their domicilium address the address stated on page 1 and 2 of this agreement. Any document will be deemed duly received by the client within:

15.1 7 (seven) working days of prepaid registered mail to any of the Client's business or postal addresses or the domicilium address of the client, or to the personal address of any director, member or owner of the client; or

15.2 24 (twenty four) hours of being faxed to any of the client's fax numbers or any director, member or owner's fax numbers; or

15.3 on being delivered by hand to the customer or any director, member of the customer; or

15.4 48 (forty eight) hours if sent by overnight courier.

16. Applicable Law

The parties consent to the jurisdiction of the Magistrates Court and confirm that any dispute will be dealt with in accordance with the laws of the Republic of South Africa.

17. Whole Agreement

This Agreement, including the Code of Conduct and Information Guide, shall constitute the entire agreement between the parties, and no representation by any of the parties or their agents, whether made prior or subsequent to the signing of this agreement shall be binding on any of the parties unless in writing and signed by the parties.

Signature

A. E. Consulting CC Indemnity Form

We

(Full Names and Surnames)

The Legal Parents / Guardians of:

(Full Name and Surname)

- 17.1 Indemnify and will keep indemnified the proprietors, staff and employees of A. E. Consulting CC, and hold them harmless against all and any claims, whether in respect of damages or otherwise, resulting from or arising out of any event, matter or situation whatsoever may occur to or in connection with student above, and/or belongings while the student is in the custody, and/or in the care of A. E. Consulting, its proprietors, staff and/or employees or representatives;
- 17.2 When applicable give permission for our child to be transported to and from A. E. Consulting premises. We give permission for our child to attend any necessary educational and/or other relevant outings throughout the year, provided that we are informed of such outing at least 48 hours in advance.
- 17.3 Acknowledge while all reasonable precautions will be taken to ensure the safety and welfare of your child, the child attends the A. E. Consulting premises entirely at your own risk;
- 17.4 Accept that we shall not be held responsible for the payment of medical and/or hospital costs if and when required in an emergency. We authorise A. E. Consulting CC to disburse on our behalf such amounts as may be necessary in respect of the medical treatment in respect of our child while in the care of A. E. Consulting CC, and undertake to refund A. E. Consulting CC such funds within 48 hours.
- 17.5 State as far as we are aware, that our child is in good health.

Parent(s) / Guardian:

We

(Full Names and Surnames)

The Parents / Legal Guardians of:

(Full Name and Surname of Student)

Hereby confirm that we have read and understood the terms and conditions of the document and accept and agree to be bound by them. We further confirm that we agree with the price and method of payment for the grade level for which the student has enrolled as stipulated in this contract. We hereby declare that we have read the "Code of Conduct" and "Information guide", understanding and agreeing to all aspects recorded.

Signed on this _____ day of the month of _____ year _____

Mother's signature _____

Father's signature _____

Guardian's signature _____

Student:

I

("the student")

Hereby confirm that I have read and understood the terms and conditions of the document and accept and agree to be bound by them. I further declare that I have read the "Code of Conduct" and "Information guide", understanding and agreeing to all aspects recorded.

Signed on this _____ day of the month of _____ year _____

Student's signature _____

Important:

Please ensure that the following documentation accompanies this enrolment form: (tick the appropriate box)

1. Copy of Birth Certificate or I.D Document	
2. Copy of Medical Aid Card	
3. Copy of Latest Report	
4. A Passport Size Photo	
5. A. E. Consulting CC Indemnity form.	
6. Copy of the Code of Conduct signed by parents / Guardians and Student.	

Schooling Information:

- o Monday – Thursday from 8: 00 am – 1:00 pm
- o Once a month educational outings, usually on Fridays.
- o The cost of the outings are not included in the school fees.
- o We follow the school holidays of Jewish schools and thus we are closed on all Jewish Holidays.
- o The teachers at the school have more than 35 years of teaching experience and school management.
- o Our small classes cater for the individual needs of each pupil in our centre.
- o We teach values, morals and thinking skills.
- o Our curriculum for students up to age 12 utilises Clonard and thenceforth Cambridge is used.

Signature
