

PAYMENT TERMS

2023 school fees



Immediate full payment as per invoice before 31 January 2023. 5% discount granted on annual fee (excl. application and registration fees). Full Payment must be made via EFT/bank deposit. The stationery fee is not deducted automatically and must be paid via EFT/bank deposit. Monthly fee charged in equal monthly instalments via an electronic debit order. The monthly fee may include additional charges payable from time to time, including but not limited to, late pick-up fees, extramural costs, interest on overdue accounts and other charges.

- You will receive a notification of the new DebiCheck debit order from your bank for approval of the Debit order.
- If everything is correct, you need to confirm the DebiCheck debit order details.
- A valid and confirmed DebiCheck debit order has now been arranged between you and "Arrow".
- Each month, the bank checks against the confirmed DebiCheck debit order details before the debit order is submitted for payment.
- Debit orders occur on a monthly frequency with the first instalment in the month accepted (earliest December) and the last instalment in October.
- Should your debit order not be successful for any reason whatsoever, the outstanding fees will remain due and payable.

GENERAL TERMS

- Banking details and reference used for payments must be as per quote/invoice.
- No cheques or cash accepted. Cash deposits into Arrow's bank account may attract additional fees.
- Debit order deductions are made on the 15th, 25th or the 1st of every month. Bank charges of R130 will be charged if debit orders are unsuccessful.
- If the approval process is completed after the last day of the current month, payment will be the month thereafter.

The Account Holder hereby:

- A. Accepts responsibility for the payment of the above-mentioned fees in respect of the Learner before or on the agreed payment date.
- B. Undertakes to inform the Head of School in writing if he/she is unable to pay the fees.
The Learner's admission will be secured from the date of the letter of acceptance from Arrow and shall lapse in the event timely payment is not received, in which case the Learner may be refused access to the school and its services until such time as admission is reinstated.
- C. Understands that the school will take the necessary legal steps to recover any outstanding fees.
- D. Agrees and accepts the Arrow School Policy and that he/she warrants that the forms have been completed correctly and understands and accepts the requirements and school rules applicable to the Account Holder.
- E. Gives consent to Arrow to perform a credit check and affordability check on him/her as the Account Holder.
- F. Undertakes to honour the agreement as set out above.
- G. Two calendar months' notice is required for cancellation.
- H. A re-registration fee will be applicable for returning learners during the final school term of each academic year. No learner will be registered for a further academic year unless all fees are paid in full.

I hereby request and authorise Arrow Academy (Pty) Ltd ("Arrow") to deduct from my account with the above-mentioned bank (or any other bank or branch to which I may transfer my account) the monthly instalment set out above or any variable amount pertaining to this agreement and/or registration form. In the event that the payment date falls on a weekend or public holiday, I agree that the monthly instalment may be deducted on the first business day preceding the payment date. If there are insufficient funds in my account to honour the monthly instalment/s I hereby authorise Arrow to track my account and re-present the debit order for payment as soon as sufficient funds are available in my account. If for any reason whatsoever the monthly instalment/s have not been deducted or have been returned unpaid, I authorise Arrow to immediately deduct from my aforementioned account any such unpaid amounts. I understand that I shall not be entitled to a refund of amounts deducted while this mandate is in force, and while the amounts are still legally owing to Arrow. I agree that this mandate may only be cancelled by myself upon provision of twenty (20) days' written notice to Arrow. Arrow may cede/assign this mandate to any third party if the agreement is also ceded/assigned to that third party. In the absence of such cession/assignment of the agreement, this mandate may not be ceded/assigned to any third party.

C) SURETY

The Contracting Parent enters into this suretyship in respect of all school fees, costs and expenses arising out of this Agreement or incurred in respect of the Learner's participation at Arrow - this is referred to as the "Parent Account".

The Contracting Parent in his/her personal capacity binds himself/herself as surety for and on behalf of the Account Holder in solidum, in favour of Arrow, for the due and punctual payment of the Parent Account currently due and payable or becoming due and payable in the future. The Contracting Parent agrees that this suretyship shall be a continuing covering security and shall remain in force and effect notwithstanding any fluctuation of the amount outstanding in the Parent Account or in the event the Parent Account is paid in full.

BANKING.DETAILS

Arrow.Academy
First National Bank
Account no: 62651082241
Branch code: 26 1 550

PERMISSION/CONSENT TO TAKE PART IN ALL ORGANISED ACTIVITIES AND IMAGE RELEASE

1. I, Contracting Parent of the Learner, hereby give permission that the Learner may participate in all academic, sport, and cultural activities presented by Arrow in an organised manner and to participate in tests conducted by the Arrow support team with the objective of improvement in schoolwork and to identify other problems.
2. I grant permission that my child may be transported by any transportation company approved by Arrow management.
3. I accept that all reasonable precautions will be taken for the safety and wellbeing of the Learner and that I will be held responsible for the payment of the medical and/or hospital fees if enforced upon, in case of an injury of the Learner.
4. I hereby delegate my powers as Parent to the Principal of the school or representative if medical or surgical treatment may be needed for the Learner. As far as I know, the Learner is physically able to participate in any organised activities and the Learner resides in good health.
5. I confirm that all medical information supplied in the Learner Information Section of this form is accurate and complete. This information may be used in case of an emergency.
6. I undertake to inform Arrow if any of the above information changes.
7. I undertake to obey the Code of Conduct and the disciplinary system of Arrow as included in the Policy of the school.
8. I hereby confirm that Arrow is allowed to use any imagery of the Learner in any publication, in any format.

TERMS AND CONDITIONS

1. The Contracting Parent acknowledges and warrants and declares that:
 - 1.1 This Agreement is supplemented by various policies, regulations, rules, codes, procedures and proclamations issued by Arrow from time to time and published on its website (hereinafter referred to as the "Arrow Policy"). The most recent publication of the Arrow Policy can be found at www.arrowacademy.co.za and is incorporated into this Agreement by reference. Each new publication in respect of the Arrow School Policy shall supplement and/or replace the corresponding preceding Arrow Policy (if any);
 - 1.2 He/she has read, is familiar and shall comply with the most recent version of the Arrow Policy. The Contracting Parent is responsible to periodically review the most recent version of the Arrow Policy;
 - 1.3 He/she shall ensure that the Learner is familiar with the Arrow Policy regulating the Learner's conduct and undertakes to ensure the Learner behaves appropriately in class, adheres to all instructions given by Arrow staff, and respect the property of Arrow as well as that of the other learners;

- 1.4 He/she is responsible for any damages to property and any harm done to others by the Learner or the Contracting Parent while under the care of Arrow and indemnifies Arrow against any claims of whatever nature in this regard and shall continue to keep Arrow indemnified;
- 1.5 Although Arrow shall do everything in its power to ensure the safety and wellbeing of Learners, Arrow shall not be held liable for the health and safety of the Learner, and the Contracting Parent hereby indemnifies Arrow against all claims of whatever nature in this regard and shall continue to keep Arrow indemnified;
- 1.6 He/she is fully responsible for all fees, costs and expenses incurred or arising out of this Agreement. All school fees are payable in advance by way of debit order;
- 1.7 He/she is fully responsible for all costs and expenses incurred by Arrow in its efforts to recover any amount in arrears in respect of the Contracting Parent's account with the school, including but not limited to tracing, collection, and legal costs, at the attorney and own client fee scale; and interest added on any outstanding amount at 2% per month or the maximum permissible legal rate;
- 1.8. Arrow reserves the right to, on 30 days' notice, stop all services and remove the Learner and/or Parent's access to any premises where such services are provided, in the event that:
 - 1.8.1 The Learner or Parent persists with improper or disruptive behaviour that Arrow believes will adversely affect its staff, students, or other parents; or
 - 1.8.2 The Learner or Parent breaches Arrow Policy; or
 - 1.8.3 The Account Holder and/or Contracting Parent fails to pay any school fees or other costs as they become due and payable and for a period of 90 days.
 - 1.8.4 Nothing in this agreement shall, however, preclude Arrow from summarily terminating this agreement in its sole discretion.
- 1.9. All prescribed fees and expenses shall be and remain payable even though the Learner may have been refused access to a class or service due to outstanding fees or disorderly behaviour;
- 1.10. He/she hereby indemnifies Arrow as well as its employees, contractors, representatives, agents, franchisees, and distributors ("Indemnified Parties") against all liabilities, losses, damages, penalties, costs, expenses, legal fees and disbursements (which shall be recovered on an attorney and own client scale) and any other costs incurred by the Indemnified Parties as a result of any action, claim, demand or proceeding brought against them, arising out of the wilful or negligent act or omission or breach by the Contracting Parent or the Learner, of any of the terms or conditions of this Agreement or the Arrow School Policy. Arrow is also indemnified against any damage, loss, injury, or death suffered by the Contracting Parent or the Learner save where such damage, loss, injury, or death is caused by the gross negligence of Arrow;
- 1.11. The email address and physical address stipulated under "Parent 1 Information" shall serve as his/her domicilium citandi et executandi (hereinafter referred to as "Domicilium") for all purposes under this Agreement, whether in respect of court process, notices, or other documents or communications of whatsoever nature. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, however it shall be competent to give notice by email.
- 1.12. He/she has the legal capacity to enter into this Agreement and is duly authorised to grant all permissions, consents and warranties stipulated in this Agreement as they pertain to the Learner.
- 1.13. While Arrow Academy makes every effort to provide healthy and nutritious meals to all learners and has created a standard menu with due regard to most common food preferences and allergies, we cannot guarantee the accommodation of all food preferences/requirements. Should the learner require meals other than what is offered in the Arrow Academy standard menu, the parent will be responsible to both notify Arrow Academy of the preference or allergy, and to provide an alternative meal for the child.

2. The Contracting Parent hereby consents and authorises Arrow:
 - 2.1. To process and collect both its personal information and the Learner's personal information, in accordance with the Protection of Personal Information Act 4 of 2013, to enable Arrow to perform its obligations in terms of this Agreement, which shall include the educating of the Learner as well as other related purposes and warrants that, in respect of the Learner, he/she is legally competent to consent to the above.;
 - 2.2 To educate the Learner in accordance with the curriculum provided by Arrow; and
 - 2.3. Arrow's Privacy Policy is available on its website or on request for more information in this regard
3. Arrow and the Contracting Parent shall cooperate in order to comply with the provisions of the South African Schools Act, 84 of 1996 (as amended) as well as all other laws applicable to the Learner's education.
4. Arrow strives to make every effort to provide education for learners with special needs, however, the school currently may not have all required facilities to support the needs of learners with certain mental or physical disabilities. Arrow reserves the right to refuse, at its sole discretion, the admission of any Learner based on their special needs should it in its discretion determine that it cannot meet the needs and requirements for the safety and education of the Learner.