

CONTRACT

Between

31 ON DENNIS

SCHOLARS RESIDENTIAL LODGE

(hereinafter referred to as “the Lodge”)

And

Full Name: _____

(Father of the Scholar)

And

Full Name: _____

(Mother of the Scholar)

And

Full Name: _____

(Guardian of the Scholar)

(jointly and severally)

Of

Scholar’s Full Name: _____

1. DEFINITIONS

In this Contract –

- 1.1. "Additional Fees" means any additional costs and levies that may be requested by the Lodge from time to time for services in addition to those provided for as outlined in the Prospectus which is attached hereto as Annexure 4 and which is an integral part of this Contract;
- 1.2. "Scholar" means the Scholar admitted by the Lodge whose details appear on the face hereof;
- 1.3. "Contract" means this document, including all its annexures;
- 1.4. "Consumer Protection Act" means the Consumer Protection Act, No 68 of 2008, as amended or replaced from time to time;
- 1.5. "Fees" means any amounts owing to the Lodge for a Scholar's enrolment, boarding and related activities at the Lodge. Such Fees shall be clearly communicated in advance and may include, but are not limited to:
 - 1.5.1. Securing Fee;
 - 1.5.2. Lodge Fees; and
 - 1.5.3. Additional Fees;
- 1.6. "Lodge" means 31 On Dennis Scholars Residential Lodge located at 31 Dennis Road, Lonehill, Johannesburg;
- 1.7. "Lodge Manager" means the person appointed by the Board of Directors of the Lodge to be responsible for the day-to-day management of the Lodge, including anyone to whom such duties have been delegated;
- 1.8. "Magistrates' Court Act" means the Magistrates' Courts Act No 32 of 1944;
- 1.9. "Parent" means each and all persons who have signed this Contract as the either a Parent or the Legal Guardian of the Scholar and whose details appear on the face hereof;
- 1.10. "Parties" means the Parent and the Lodge;
- 1.11. "Lodge Fees" means the money payable by the Parent to the Lodge in connection with a Scholar's boarding, excluding the Securing Fee and any Additional Fees;

- 1.12. "Lodge Policies and Rules" means the policies and rules of the Lodge as detailed in the Lodge Policies and Rules document which may be amended from time to time for legal, safety or other reasons or in order to assist the proper administration of the Lodge and which is attached hereto as Annexure C and which is an integral part of this Contract;
- 1.13. "Securing Fee" means the monies due by the Parent to the Lodge once a Scholar has been offered a firm place in the Lodge and payment of which indicates acceptance of a place in the Lodge for the Scholar and which fee is non-refundable.
- 1.14. "Term" means a division of the academic year for each applicable school and is the time during which the Scholar holds classes;

2. PARENT/GUARDIAN DECLARATION AND CONTRACT OF ENROLMENT

- 2.1. The person/s whose details appear on the face hereof, declare that he/she/they are the Parent/s or legal Guardian/s of the Scholar whose details also appear on the face hereof.
- 2.2. The rights and obligations contained in this Contract are binding on every person who signs this Contract and must be fulfilled for the Scholar to be successfully enrolled and accommodated at the Lodge.
- 2.3. By signing and initialling every page of this Contract the Parent confirms that they fully understand and agree to the terms and conditions contained in this document including its annexures which are an integral part of this Contract.
- 2.4. This Contract contains clauses which:
- 2.4.1. may limit the risk or liability of the Lodge or a third party; and/or
 - 2.4.2. may create risk or liability for the Parent; and/or
 - 2.4.3. requires the Parent you to indemnify the Lodge or a third party; and/or
 - 2.4.4. serve as an acknowledgement, by the Parent, of a fact.
- 2.5. Nothing in this Contract is intended to or must be understood to unlawfully restrict, limit or avoid any rights or obligations created for the Parent or the Lodge in terms of the Consumer Protection Act.

3. GENERAL OBLIGATIONS OF THE LODGE

- 3.1. Admission and attendance to the Lodge is at the discretion of the Lodge Manager as delegated to by the Directors.
- 3.2. The Lodge Manager may refuse admission to the Lodge without giving reasons and may grant temporary or provisional enrolment to the Lodge subject to such further terms and conditions that the Lodge Manager may impose.
- 3.3. The Lodge Manager may, at his/her sole discretion, cancel enrolment in accordance with the Lodge Policies and Rules.
- 3.4. For the sake of clarity, this Contract regulates the enrolment and admission of your Scholar to the Lodge and regulates the relationship between the Lodge, your Scholar and the Parent once your Scholar is admitted and enrolled with the Lodge.
- 3.5. Nothing in this Contract should be interpreted as a representation or warranty made by the Lodge that your Scholar will be admitted to and enrolled with the Lodge.
- 3.6. While a Scholar is resident at the Lodge, the Lodge undertakes to exercise reasonable skill and care in respect of his or her welfare both when on the Lodge premises or when participating in off-site activities organised by the Lodge.
- 3.7. The Parties take cognisance of the fact that Scholars at the Lodge are expected to participate in all aspects of Lodge life.
- 3.8. The Parties acknowledge that the Lodge in religious terms is non-denominational and does not require or promote any religious tradition and therefore requires all Residents to respect the principle of Freedom of Religion.
- 3.9. The Lodge shall monitor every Scholar's progress at the Lodge and produce regular written reports and will advise the Parent immediately of any serious concern.
- 3.10. To the extent that, in the reasonable opinion of the Lodge Manager, the Lodge cannot, or can no longer, provide adequately for a Scholar's special needs, the Lodge may not offer enrolment with the Lodge or may cancel this Contract.

4. DISCLAIMERS AND INDEMNITY

- 4.1. The Lodge does not take any responsibility for any theft or loss of, or damage or destruction to any property of whatever nature (including without limitation clothing, sporting and IT equipment, books, smartphones, or any other personal possessions) brought on to the Lodge premises by a Scholar or a Parent.
- 4.2. Save as otherwise agreed to the contrary in writing, the Parent consents to the Scholar participating, under proper supervision, both in and outside the Lodge, in sports, outings and other activities which may entail some risk of physical injury, as well as to the Scholar travelling to and participating in activities and programmes outside the Lodge.
- 4.3. Subject to the Lodge taking reasonable care to avoid harm and save for any gross negligence on the part of the Lodge, its employees or agents, the Lodge is not responsible for loss or damage resulting from sports, outings, activities or programmes.
- 4.4. The Parent hereby indemnifies and agrees to hold harmless the 31 On Dennis Board of Directors, the Lodge, its Lodge Manager and Staff as well as their authorised agents and/or representatives, against any and all claims, costs or expenses, howsoever arising, including legal costs, arising out of injury, loss or damage suffered as a result of any activities during the accommodation of the Scholar at the Lodge.
- 4.5. The Lodge will constantly endeavour to take such steps as may be reasonably required in the circumstance to do what it can to keep the Scholar out of harm, and free of loss, considering the circumstances of each case.
- 4.6. In respect of events where the Lodge or one of its employees (for whom it may be found to be vicariously liable) may be determined to have fallen short of its common law or statutory obligations in this regard, the Lodge has taken out public liability insurance.
- 4.7. The Parent waives its own claims and indemnifies the Lodge and its Employees against any claim of the Scholar in excess of the cover provided by the Lodge's public liability insurance in respect of the event in question.
- 4.8. The Parent agrees and undertake not to hold the owners of 31 On Dennis Lodge, or any of his employees, or any other party appointed or contracted by the owners in connection with the activities, maintenance or business of the Lodge liable for any loss, damage, cost, expenses, claims, injuries or food indisposition of whatsoever kind which may occur, whether directly or indirectly, as a result of their Scholar's accommodation at the Lodge or as a result of making use of the facilities of the Lodge irrespective of whether the

loss, damage, cost, expenses, claims, injuries or food indisposition occurs as a result of your Scholar's accommodation at the Lodge or as a result of making use of the facilities of the Lodge, arising from any negligent or otherwise acts and or omissions of the owner of the premises, or any of his employees or any other party appointed or Contracted by the owner in connection with the activities, maintenance or business of the Lodge; but excluding intent or gross negligence of the owner of the Lodge or any of the Lodge's employees or any other party appointed or Contracted by the owners of the Lodge in connection with the activities, maintenance or business of the Lodge.

5. PARENT GENERAL OBLIGATIONS

- 5.1. The Parent will fully inform the Lodge in writing, prior to admission and enrolment, and at any time thereafter, of any special needs of the Scholar, whatsoever.
- 5.2. In order to fulfil our obligations, the Lodge requires Parent co-operation and, without detracting from any specific obligations contained in this Contract, the Parent is required to fulfil the following obligations under these terms and conditions, including:
 - 5.2.1. encourage the Scholar in their studies;
 - 5.2.2. provide appropriate support at home;
 - 5.2.3. keep the Lodge informed of significant matters which affect the Scholar;
 - 5.2.4. maintain a courteous and constructive relationship with Lodge staff;
 - 5.2.5. attend meetings when required, and
 - 5.2.6. otherwise keep in touch with the Lodge whenever the Scholar's interests require the Parent to do so.
- 5.3. The Parent accepts that the Scholar and the Parent are required to abide by the Lodge Policies and Rules, which is an annexure to this Contract, and which is an integral part of this Contract.
- 5.4. The Parent hereby grants permission for the Scholar to utilise the computer facilities at the Lodge, including the Internet and e-mail, in accordance with the Lodge Policies and Rules.

6. POLICIES AND RULES OF THE LODGE

- 6.1. The Parent declares that they have read and understood the Lodge Policies and Rules attached hereto as Annexure C and agree to abide by the provisions thereof.
- 6.2. The Parent further accepts that all Policies and Rules are subject to change from time to time and shall remain binding on the Parent and the Scholar despite any such amendments.
- 6.3. The Parent acknowledges that they are responsible for the Scholar, whether on the property of the Lodge or not, after the notified finishing times of any Lodge activity/event/ function, and that they will ensure that the Scholar obeys the Lodge Policies and Rules as they apply to the Scholar.

7. ACCEPTANCE AND PAYMENT OF THE SECURING FEE

- 7.1. An offer of a place for the Scholar at the Lodge is confirmed by the signature of this Contract by both the Parent a Director of the Lodge, and provided that the Securing Fee, which is a non-refundable deposit, is paid in full within 15 days of signature;
- 7.2. If, subsequent to entering into this Contract, the Scholar does not take up a place at the Lodge for whatever reason the Parent will not be refunded the Securing Fee.
- 7.3. The Securing Fee will be retained by the Lodge as a reasonable cancellation fee.

8. PAYMENT OF FEES

- 8.1. The Parent has absolute responsibility for the payment of any fees applicable to the Scholar attending the Lodge.
- 8.2. The Parent acknowledges that Lodge Fees are payable strictly in advance in accordance with the provisions of the Schedule of Fees as amended by the Lodge from time to time and attached hereto as an annexure;
- 8.3. The Lodge has the right to charge interest on any fees or monies owing by the Parent not paid on or before the due date.

9. PROTECTION OF PERSONAL INFORMATION

9.1. By entering into this Contract, and unless the Parent at any time instructs the Lodge expressly and in writing to the contrary, the Parent's consent is given for the Lodge to:

9.1.1. collect, store and process credit information about the Parent;

9.1.2. collect, store and process names, contact details and information relating to the Parent and the Scholar, and for such information being made available to staff or responsible persons engaged or authorised by the Lodge for Lodge-related purposes to the extent required for the purpose of managing relationships between the Lodge, the Parent and the Scholar;

9.1.3. include photographs, with or without the name of the Scholar in Lodge publications, or in press releases and social media to celebrate the Lodge's or the Scholar's activities, achievements or successes;

9.1.4. supply information and a reference in respect of the Scholar to any educational institution which the Parent may propose.

9.2. The Lodge will take care to ensure that all information that is supplied relating to the Scholar is accurate and that any opinion given on ability, aptitude and character is fair.

9.3. The Lodge cannot be liable for any loss the Parent or the Scholar is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the Lodge.

10. TERMINATION AND NOTICE REQUIREMENTS

- 10.1. The Parent has the right to cancel this Contract at any time, for any reason, by providing the Lodge a full term's notice, in writing, of this intention.
- 10.2. Should the Parent have elected to pay annual Lodge Fees or should any additional fees have been paid in advance, those fees will be credited in proportion to the future terms remaining, less any amount payable in lieu of appropriate notice.
- 10.3. The Lodge also has the right to cancel this Contract at any time, for any reason, if it gives the Parent a full term's notice, in writing, of its decision to terminate this Contract.
- 10.4. In this event, at the end of the term in question, the Parent will be required to withdraw the Scholar from the Lodge, and the Lodge will refund any fees pre-paid for a period after the end of the term less anything owing to the Lodge.
- 10.5. The Lodge shall be entitled to cancel this Contract and thereby terminate the attendance of any Scholar summarily and with immediate effect, if:
 - 10.5.1. the Scholar is guilty of any conduct which, in the sole opinion of the Lodge, is inconsistent with such Scholar's continued attendance at the Lodge, in which event (unless such conduct constitutes an unremedied breach) a pro-rata portion of the Lodge Fees, after deduction of all amounts otherwise owing to the Lodge, will be refunded, together with any Fees already paid in advance in respect of such a Scholar;
 - 10.5.2. If the Parent or the Scholar is in material breach of any of your obligations under this Contract and have not (in the case of a breach which is capable of remedy) remedied that material breach within twenty (20) business days of a notice from the Lodge requiring remedy of the breach, then the Lodge may claim payment of all monies then owing and damages equal to 1 (one) term's Fees (as calculated at the time of cancellation), and may set-off the amount claimed by the Lodge against any prepaid fees paid by the Parent, and refunding to the Parent any excess above such damages;
- 10.6. For purposes of this Contract, a material breach is considered to exist where:
 - 10.6.1. The Parent or the Scholar fail to uphold the requirements of the Lodge Policy and Rules;

- 10.6.2. The Parent fails to pay any Fees when due;
- 10.6.3. The Parent or the Scholar fails to fulfil all legal requirements necessary for the Scholar to attend the Lodge in South Africa;
- 10.6.4. The Parent or the Scholar act in such a way that the Parent or the Scholar becomes seriously and unreasonably uncooperative with the Lodge and in the opinion of the Lodge, the Parent or the Scholar's behaviour negatively affects the Scholar's or other Scholars' progress at the Lodge, the well-being of Lodge staff, or brings the Lodge into disrepute.

11. ALTERNATIVE DISPUTE RESOLUTION

- 11.1. Any dispute concerning or arising out of this Contract must be resolved in terms of this clause.
- 11.2. Any party concerned must first seek an amicable resolution by written notice (indicating also that party's designated representative) to the other or others, whereupon each will within five days of the notice refer the dispute to the respective designated representative/s to negotiate and resolve with the other or others within fifteen days.
- 11.3. If negotiation fails, any party may then within ten days of such failure refer the dispute for resolution by mediation under the rules of the Arbitration Foundation of Southern Africa ("AFSA") or its successor or body nominated in writing by it in its stead.
- 11.4. If mediation fails, any party may then within ten days of such failure refer the dispute for resolution by arbitration by one arbitrator (appointed by agreement by the Parties, or, failing agreement, within ten days of the referral, by AFSA) as an expedited arbitration in Johannesburg under the then-current rules for expedited arbitration of AFSA.
- 11.5. This clause will not preclude any party from access to an appropriate court of law for interim relief in respect of urgent matters by way of an interdict or mandamus pending finalisation of this dispute resolution process.
- 11.6. This clause is a separate, divisible agreement from the rest of this Contract and will remain in effect even if the Contract terminates, is nullified, or cancelled for any reason.

12. GENERAL

- 12.1. The Parent chooses the residential address set out herein as their chosen legal address for the service of all notices and legal processes and the postal and email addresses for all other communications by the Lodge to the Parent.
- 12.2. The Parent confirms that all particulars furnished to the Lodge in, under or in terms of this Contract, or otherwise from time to time, are or will be, to the best of their knowledge and belief, full, true and accurate.
- 12.3. The Parent undertakes to advise the Lodge in writing of any changes to the details included in this Contract.

13. JURISDICTION AND GOVERNING LAW

- 13.1. The Parent agrees that the Contract between the Parent and the Lodge is governed by South African law.
- 13.2. The Parent agrees that the Lodge, at its option but without being so obliged, will be entitled to institute any legal proceedings for the recovery of any monies owing by the Parent as a liquidated debt or debts to the Lodge in any magistrate's court having jurisdiction, in terms of sections 45 and 28 of the Magistrates' Courts Act, notwithstanding and as an exception to the agreement regarding the submission of disputes to alternative dispute resolution in clause 11.

14. VARIATIONS

- 14.1. The Lodge reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of services at the Lodge.
- 14.2. The Lodge will provide the Parent with at least one term's notice of any such modifications.

15. PARTIAL INVALIDITY

- 15.1. Each term and condition contained in this Contract is separate from the other terms and conditions in the sense that if any one such term or condition is determined to be illegal and unenforceable, it will simply be disregarded and of no force and effect, but the Contract will otherwise remain valid.

16. DECLARATION

16.1. I/we, the undersigned, do hereby declare that:

16.1.1. I/we have read and understood this Contract, including all annexures and hereby accept the vacancy offered by 31 On Dennis Lodge for the year 2020; and

16.2. I/We hereby undertake to comply with all the undertakings as set out in this Contract.

16.3. Acknowledge that I am/we are responsible for the payment of the relevant Lodge Fees as set out by the Lodge.

16.4. Acknowledge that I am/ we are required to provide one full term's written notice before withdrawing the Scholar (named above) from the Lodge or, alternatively, paying one full term's fees in lieu of notice.

16.5. I/we will advise the Lodge of any changes in personal details as and when they may occur.

Name: _____

(Father of the Scholar)

Signature: _____

Date: _____

Street: _____

Suburb: _____

City: _____

Name: _____

(Mother of the Scholar)

Signature: _____

Date: _____

Street: _____

Suburb: _____

City: _____

Name: _____

(Guardian of the Scholar)

Signature: _____

Date: _____

Street: _____

Suburb: _____

City: _____

Name: _____

For 31 On Dennis Residential Lodge, duly authorised

Signature: _____

Date: _____

31 Dennis Road, Lonehill, Johannesburg.

ANNEXURE A: ENROLMENT INFORMATION

19. ANNEXURE B: FEE OPTIONS

21. ANNEXURE C: LODGE POLICIES AND RULES

23. ANNEXURE D: PROSPECTUS