



# UNDERTAKING TO PAY SCHOOL FEES

1. We/I, the undersigned, hereby undertake to pay to “Little Leaders Preschool” (hereinafter called “the school”), the amount to be raised in advance each year, in respect of school fees for:

----- (hereinafter called “the learner”)

The School is an Independent (private) school and is registered with the Department of Education. The School therefore receives no financial assistance from the state and as such the fees are compulsory and parents are not entitled to apply for any form of fee exemption.

2. We/I hereby undertake to pay the full annual school fees in advance on the first day of the school term of each year that our/my child is enrolled at the school. We/I understand that we/I may pay the fees monthly in 12 (twelve) equal installments by the 1<sup>st</sup> of each month. Should any one installment not be paid on due date, the full amount will become due, owing and payable. We/I understand that non-payment of fees automatically gives the School the right to terminate the Learner’s enrolment at the school. We/I further acknowledge that while fees remain unpaid, the Learner’s enrolment status is a temporary nature, on a week-to-week basis; and that during this time the School is entitled to terminate enrolment at any time on written notification to withdraw the Learner.
3. The “school fees” shall include all costs, charges and other liabilities that may be incurred by the learner with the school for whatever reason, including but not limited to the cost of photocopy levies etc.

4. Should we/I fail to fulfill any of our obligations in terms of this agreement, we/I acknowledge that the School shall be entitled to charge interest at R150 late fees per month from the date on which any such amounts fell due to the date of payment of the amount outstanding in full.
5. We/I hereby acknowledge and agree that a certificate signed by the Principal of the school, giving the total amount owing by us in terms of this undertaking, shall be *prima facie* evidence to enable the School to obtain provisional sentence or default or summary judgment in respect of this undertaking, for the full amount mentioned in the certificate.
6. Before removing the learner from the School, for any reason whatsoever, we/I agree to give one full term's notice in writing to the Principal/I, or to pay one term's fees in lieu of such notice.
7. The fact that the learner cannot attend School, for any reasons whatsoever does not relieve us/me of our liability for payment of fees.
8. This undertaking will be a continuing guarantee from year to year and no alteration or amendment to our/my undertaking shall be of any force or effect unless reduced to writing and signed by the School and ourselves. In the event of this undertaking being signed by both parents/guardians, we/I further acknowledge that we are jointly and severally liable for fees and cost as described herein, and that we will remain liable for these irrespective of any eventuality whatsoever, including marital separation and/or divorce.
9. No indulgence, waiver or failure or the School to enforce any of the terms of this undertaking shall affect its rights or prevent it from enforcing them hereafter.
10. Any written notice sent either of our/my stated addresses below by prepaid post, or handed to the learner for onward delivery to us, shall be deemed to have been received by us/me on the second business day after posting or on the day of handling to the learner, as the case may be.
11. By our/my signature/s hereto we/I formally consent to the jurisdiction of the Magistrates Court in the event of any dispute arising from, or in relation to, any claim against us in terms of this undertaking. We/I further undertake to pay all Attorney/Client costs incurred by the School in enforcing the terms of the Agreement.

12. The School reserves the right to amend or vary these terms and conditions from time to time on notice to pay.

Name: ----- (Father/Mother/Guardian/Sponsor) – Circle where appropriate)

ID Number: -----

Physical Address: -----  
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And

Name: ----- (Father/Mother/Guardian/Sponsor) – Circle where appropriate)

ID Number: -----

Physical Address: -----  
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Postal Address for Account: -----  
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Pupil's Name: -----

Grade, and Date of Entry: Grade -----/-----

