



MEMORANDUM OF AGREEMENT

2026

Entered by and between the parties:

(Henceforth designated as “the parent/guardian” and functioning in their individual role
as the parent and/or guardian of:)

(hereinafter referred to as “the learner”)
and
Kleinwater College (Pty) Ltd
2018/239133/07

(hereinafter referred to as “the school”)

Guardian means a “court appointed legal guardian”.

**A friend or relative may not sign the contract.
Only a parent or a court-appointed legal guardian may sign the agreement.**

WHEREAS the parent or guardian wishes to register their child in the school as a learner.

THUS, THE PARTIES AGREE AS FOLLOWS:

1 DURATION OF CONTRACT

- 1.1 The Learner shall be granted admission to the school for a duration of one (1) year, starting on January 13, 2026, and ending on December 12, 2026.
- 1.2 There will be no more renewals or contracts signed for upcoming academic years; this agreement will automatically end on the expiration date specified in 1.1 above. Additionally, it is agreed that the school will not be under any obligation to continue negotiations over the learner's tuition when the current contract expires, nor will it be required to provide the learner or parent with any kind of hearing regarding this matter.
- 1.3 Without limiting the generality of the foregoing, factors that could prevent the conclusion of a further contract include, but are not limited to, the learner's poor behavior and disciplinary record, the parent/guardian's negative conduct as described in clause 4 below, the parent/guardian's late payment of fees and expenses as specified in the 2026 Fee Structure, and any contract violations.

2 FEES

- 2.1 By signing this contract, the parent or guardian acknowledges and agrees that the school is an independent institution and, as such, it primarily depends on parent tuition payments to provide the services outlined in this agreement.
- 2.2 After signing this agreement and following the instructions in clause 2.5 below, the parent/guardian agrees to pay the school fees and any other costs by bank transfer, as specified by the 2026 Fee Structure or as otherwise imposed from time to time.
- 2.3 If the parent or guardian chooses not to pay the entire amount of school fees at the time of signing this agreement, he or she agrees to pay the remaining balance on the dates specified in the 2026 Fee Structure for the applicable payment plan.
- 2.4 All bank transfer payments will only be credited to the learner's account if a copy of the deposit slip with the learner's name and number plainly visible is received. When deposits are made that cannot be tracked down, the school assumes no accountability; it is the parent's or guardian's responsibility to do so. If the deposit cannot be located, the parent or guardian will need to re-deposit the outstanding amount and will still be responsible for payment.
- 2.5 Although the 2026 Fee Structure's prices are applicable for the term of this agreement, the school has the right to raise the amount due if the institution's operating expenses rise significantly. But before implementing such an increase, the school agrees to notify the parent or guardian of its intention.
- 2.6 The parent/guardian acknowledges that a material breach of this agreement will occur if they fail to pay the school fees on time or at all.
- 2.7 The learner's parent or guardian consents that the school may, but is not required to, place them in supervised self-study on school property until all unpaid fees and/or expenses have been paid in full. Any indulgence will not relieve the school of its right to terminate this contract.
- 2.8 From the due date until the date of payment, all arrear fees will be subject to interest at the current prime rate and collection expenses.

3 SCHOOL RULES AND REGULATIONS

The parent or guardian certifies that the 2026 School Information Brochure has been sent, read, and understood by them.

The 2026 Information Brochure contains rules, codes, policies, procedures, that both the student and the parent/guardian must abide by. These materials are a crucial component of this agreement. A substantial breach of this agreement will occur from any serious or persistent violation of the policies, procedures, codes, rules, or regulations of the school as outlined in the 2026 School Information Brochure.

To foster a peaceful and academic environment, the parent/guardian also agrees that, when necessary, the learner will follow the rules and regulations of the school. Additionally, the learner agrees that, should they engage in any of the following behaviors—direct or indirect—that would be grounds for expulsion from the school: gambling, sexual misconduct, drug dealing, alcohol abuse, inciting or taking part in unrest or protest action, cyber threats or defamation, internally organized boycotts and stay-aways, violent or criminal behavior, gambling, sexual misconduct, drug or alcohol abuse, adding up to eight formal detentions, or engaging in any other behavior that would be grounds for expulsion—they will be suspended while a disciplinary investigation is ongoing.

4 PARENT/GUARDIAN BEHAVIOUR

The parent or guardian agrees to cooperate with the school at all appropriate times and to refrain from taking any actions that could endanger the working relationship for the duration of this agreement. If this condition is not met, the school may terminate this agreement in line with clause 9 below. Such behavior can take many different forms, including refusing to collaborate with the school, acting rudely, abusively, disrespectfully, or defamatory toward the staff, students, or directors; threatening to damage the reputation of the school, staff, or directors; and/or disobeying orders from the principal or director.

5 DISCIPLINARY HEARING COSTS

- 5.1 If a parent or guardian is unable to attend a planned disciplinary hearing with the staff, disciplinary committee, or principal of Kleinwater College, Kleinwater College shall be compensated for any reasonable expenses incurred because of the postponement of the meeting.
- 5.2 If the student, parents, or legal guardian are required to attend a disciplinary hearing, the school has the right to impose a sitting fine of R1000.00 (one thousand rands), which will be deducted from the learner's school fee account.

6 DAMAGE TO PROPERTY

If a student damages any property owned by the school or the building it occupies, the parent or guardian consents to reimburse the school for the expenses associated with replacing or repairing the damaged item or items.

7 PERSONAL INFORMATION

- 7.1 "POPIA" refers to the Protection of Personal Information Act 4 of 2013 for the purposes of this agreement. "Personal Information" refers to any information about an individual, including but not restricted to:
 - 7.1.1 Details about an individual's race, gender, sex, marital status, country, ethnicity, or social origin, color, age, handicap, language, and

religion.

- 7.1.2 Details about a person's education, health, finances, criminal record, or work history.
- 7.1.3 Details about an individual's financial situation.
- 7.1.4 Transactional data and credit card information.
- 7.1.5 Any number, symbol, email address, physical location, phone number, or other unique designation given to an individual.
- 7.1.6 Written communication from an individual that is either explicitly or implicitly private or confidential, or additional correspondence that would make the previous letter's contents public.
- 7.1.7 The opinions or viewpoints of another person regarding a person.
- 7.1.8 A person's name if it comes alongside other personally identifiable information about them or if their name disclosure would reveal information about them.
- 7.1.9 Anything further that could be regarded as or classified as personal information under the terms of any applicable laws, including any laws pertaining to data protection.
- 7.2 By signing this consent form, the parent or guardian acknowledges and agrees that the school must gather, maintain, and disclose certain personal information about them and the learner in question. The parent or guardian also gives the school permission to process the personal information about them.
- 7.3 The following are the sole uses and disclosures of personal information by the school regarding the learner or parent/guardian:
 - 7.3.1 To get in touch with the guardians or parents to convey the information that needs to be shared regarding the school's responsibilities under this contract.
 - 7.3.2 If the student has an emergency.
 - 7.3.3 To notify the parent(s) or guardian of all activities and advancements at the school.
 - 7.3.4 To uphold the school's many procedures and policies, including the code of conduct.
 - 7.3.5 To update, confirm, and check the parent or guardian's information and contact details.
 - 7.3.6 To conduct any credit and background checks on the parent, guardian, or learner that may occasionally be required.
 - 7.3.7 To serve any legal process or legal proceedings the school may be required to institute against the parent/guardian in terms of this agreement.
 - 7.3.8 To complying with any legal and regulatory obligations which may arise.
 - 7.3.9 To the school performing its duties and fulfilling its obligations under this agreement, and any legal enactments or statutes which are binding on it.
- 7.4 POPIA, or the school's periodically implemented Protection of Personal Information Policy, will have an impact on how the parent/guardian or learner's personal information is processed and used. When it comes to following the policy's terms, the parent or guardian has a responsibility to familiarize themselves with its contents.
- 7.5 In accordance with the school's Protection of Personal Information Policy, the parent/guardian consents that some of the information about them and the student may be hosted on servers and platforms run by a third-party service provider.
- 7.6 When the school requests it, the parent or guardian consents to the school sharing any personal information about him or her or the student with the Mpumalanga Department of Education and any outside service provider that the school needs to deliver services to the learner or the parent or guardian.
- 7.7 When processing a parent's or guardian's personal information for the purposes listed in sections 7.3.1 to 7.3.9 above, the school agrees to protect that information.
- 7.8 The parent or guardian warrants, by signing this agreement, that they are a competent person as that term is defined in POPIA Section 11(1)(a) and that they have the authority to consent to the processing of the learner's personal information.

8 INDEMNIFICATION

Upon signing this agreement, the parent or guardian agrees to complete the indemnity form attached hereto. This agreement won't take effect until the parent or guardian signs and returns the indemnity form to the principal or another designated individual.

9 TERMINATION/CANCELLATION

- 9.1 If the learner's parent or guardian decides to end this agreement and remove them from the school, they must give three months' written notice and pay all fees and costs that are due at that time. If the school decides to terminate this agreement for any reason unrelated to the learner's expulsion or failure to pay school fees, the parent/guardian undertakes to remove the learner from the program upon receiving at least fourteen days' written notice. This agreement will end on the date of the learner's expulsion from the school, regardless of what this section says to the contrary. The school will not be required to give notice of termination in these situations. The terms of clause 2 will apply if the agreement is canceled due to nonpayment of school fees.
- 9.2 Should this agreement be terminated for the disciplinary reasons outlined in articles 3 and 4 above, all unpaid tuition and other costs as of the expulsion date would become immediately payable upon demand.
- 9.3 If the student misses five or more days of class without getting permission in writing from the principal, it will be considered a rejection of this agreement. It is agreed that in such a case, the school will be entitled to damages that are equal to three months' worth of tuition, which shall be paid to the school upon demand. Furthermore, this agreement will also expire.
- 9.4 In each of the scenarios when this agreement is terminated or canceled, the parent or guardian shall, at the latest, on the learner's last day of attendance, return all resources belonging to the school such as textbooks to the school.

10 BREACH

Without affecting any of its legal rights, the school retains the right to terminate this agreement and demand compensation from the parent/guardian if the learner or the parent/guardian violates any of its provisions.

11 JURISDICTION/ARBITRATION

- 11.1 Any disagreement between the parties regarding any aspect of this agreement or its interpretation may be submitted to arbitration by any party by sending notice to the other parties outlining the specifics of the disagreement. Notwithstanding anything to the contrary in this section, a disagreement regarding the payment of school fees is not included in the scope of this clause. Regardless of the amount of the unpaid school fees, the parties' consent to submit to the magistrate's court's jurisdiction in relation to this dispute.
- 10.2.1 Any arbitration procedures under the terms of this agreement will take place in Emalahleni, South Africa, and will be conducted in a summary fashion, meaning that it won't be required to follow or conduct: the customary protocol and process.
- 10.2.2 the stringent evidence standards.
- 10.2.3 and will take place as soon as it is practical to do so following the appointment of an arbitrator in accordance with the guidelines below.
- 11.2 In these arbitration procedures, the arbiter will:
- 11.2.1 If the issue at hand is largely an accounting question, the independent auditor should have at least ten (10) years of experience. This should be agreed upon by the parties, and if not, the Institute of South African Chartered Accountants' Chairman should nominate the candidate.
- 11.2.2 If the problem at hand is essentially technical, the parties shall designate a sufficiently qualified individual. or, in the event of a lack of consensus, to be put forward for nomination by the Law Society for the Northern Provinces' temporary chairman.
- 11.2.3 be a practicing advocate or attorney, admitted as such under the legislation or law governing the agreement, and have at least ten (10) years of experience, as agreed upon by the parties, for any other subject. Alternatively, in the event of a disagreement, a temporary nominee selected by the Northern Provinces Law Society Chairman.
- 11.2.4 If the parties cannot agree upon whether a dispute is primarily accounting-related, technical in nature, or of any other kind, then the nature of the dispute will be determined by a practicing attorney or advocate who has been agreed upon by the parties, admitted as such under the legislation or law governing the agreement, and who has at least ten (10) years of experience. Alternatively, in the event of a disagreement, a temporary nominee selected by the Northern Provinces Law Society Chairman.
- 11.3 The parties will summarily implement the arbitrator's ruling, which will be final and binding on them. Any party may request that the decision be made into an order by any court with the necessary authority.
- 11.4 No provision in this agreement referring to arbitration shall be construed or held to imply that either party would be prevented from seeking urgent interim relief from a court of competent jurisdiction while waiting for the arbitrator's ruling.
- 11.5 A party who refers a disagreement to arbitration under this clause 11 must first pursue all internal remedies and channels that are accessible to them, as outlined in the policies and procedures of the school.
- 11.6 If this agreement is terminated for any reason, clause 11 will remain in effect.

12 LEGAL COSTS

Should the parent/guardian and/or learner violate this agreement and the school takes legal action against them, the parent/guardian will be responsible for all associated legal fees, including collection commission on an attorney and own scale.

13 DOMICILIUM (RESIDENTIAL AND POSTAL ADDRESSES)

- 13.1 For the purposes of this agreement, the parties designate the following address as their respective domicilium citandi et executandi for all process notices, other documents, and communications of any kind:

13.1.1 Parent/Guardian name: _____ ID No: _____

Physical address:

Postal Address:

E-mail: _____

13.1.2 School: Division JS Portion 31 Kleinwater Farm Emalahleni 1039
Republic of South Africa
E-mail: info@kleinwater.co.za

- 13.2 Any communication or notice that is needed or allowed under the provisions of this agreement must be made in writing to be accepted and effective. It will be able to provide notice via email.
- 13.3 Any party may, by notice to the other party, alter the domicilium citandi et executandi's physical address to a different South African physical address or email address; the modification will take effect on the seventh day after the other party is presumed to have received the notice.
- 13.4 Any notification issued to a party:
- 13.4.1 Unless the opposite is demonstrated, correspondence sent by pre-paid registered post in a properly addressed envelope to the party at its domicilium citandi et executandi will be considered received on the seventh business day following posting.
- 13.4.2 Upon hand delivery to a responsible individual at its domicilium citandi et executandi during regular business hours, it will be considered received on the day of delivery; or
- 13.4.3 unless the opposite can be demonstrated, by email to the address designated as its domicilium citandi et executandi, it will be considered to have been received on the day of dispatch.

Initials Parent/Guardian ____

Initials Witness ____

Initials (School) ____

- 13.5 A written notice or communication that is received by a party will be sufficient written notice of communication to it, regardless of whether it was sent or delivered to its designated domicilium citandi et executandi. This includes correspondence that is given to the learner to be delivered to the parent/guardian.

14 GENERAL

- 14.1 The whole agreement between the parties is embodied in this agreement, the documents specified below, and the school policies, procedures, and prospectus. This written agreement cannot be changed, added to, or deleted; instead, it must be put in writing and signed by each party.
- 14.2 Any indulgence granted by the school to the parent/guardian or student, or any relaxation or extension of any time limits specified by the school in this agreement for the execution of any act, shall not be understood as a surrender of any of the school's rights under this agreement.

THUS, DONE AND SIGNED AT _____ ON THIS ____ DAY OF ____ 20 ____

BEFORE THE UNDERSIGNED WITNESS:

PARENT/GUARDIAN

WITNESS FOR PARENT/GUARDIAN

By agreeing to this, the parent or guardian acknowledges that if the learner withdraws, or the contract is terminated in accordance with articles 9.1 or 9.3 above, payment of three months' notice is payable.

FOR OFFICE USE ONLY:

THUS, DONE AND SIGNED AT _____ ON THIS ____ DAY OF ____ 20 ____

BEFORE THE UNDERSIGNED WITNESS:

KLEINWATER COLLEGE

WITNESS FOR KLEINWATER COLLEGE

INDEMNITY FORM

We, the undersigned,

_____ (the Father/Guardian)

and

_____ (the Mother/Guardian)

Guardian means Court Appointed Legal Guardian

of

_____ (our child)

While the school and its employees will make every effort to guarantee the child's safety as well as the safety of his or her belongings, we, the parents/guardians, agree to indemnify them as specified below:

- 1 We now specifically release and hold harmless, both personally and on behalf of our child as parents or guardians.:
 - 1.1 Regarding any liability for any damages, injury, or loss of any kind sustained by us or our child while our child is in the care of Kleinwater College, its staff, assistants, or other employees, either on or off the school premises or in a vehicle either owned, operated by, or arranged by the school, we release Kleinwater College, its directors, staff, assistants, or other employees.
 - 1.2 Any claim, including legal expenses under clause 1.1 above, that may develop or be brought against Kleinwater College, its directors, staff, assistants, or other workers for any reason at all.
 - 1.3 The undersigned hereby holds Kleinwater College, its directors, staff, assistants, or other workers harmless from any additional claims, demands, charges, or expenses resulting from our child's behavior while in the college's care, whether on or off school property.
- 2 We also agree and consent that:
 - 2.1 If the child's medical condition is minor and a doctor's supervision is not reasonably necessary, any Kleinwater College employee or helper may provide medical care or treatment.
 - 2.2 We commit to providing Kleinwater College with our child's medical history as well as any other pertinent medical data that we believe is essential for the college to know, both currently and if anything changes.
 - 2.3 We agree and give permission to the Kleinwater College staff or assistants to sign any necessary written consent on our behalf and/or our child for him/her to be subjected to such medical care or treatment when it is necessary due to a serious injury, illness, or condition. This will be carried out on the advice of a doctor and under his/her supervision. We agree to indemnify and hold harmless Kleinwater College, its employees, and its assistance from any claims resulting from harm or other effects caused by the medical care described in this paragraph. Furthermore, we thus irrevocably consent to cover any expenses or medical bills associated with the care, medication, or treatment our kid receives in accordance with this clause 2.3.

THIS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20_____

PARENT/GUARDIAN

WITNESS FOR PARENT/GUARDIAN