



DE LA SALLE HOLY CROSS COLLEGE



1. I/We the undersigned

\_\_\_\_\_

(Full names of father and/or legal guardian)

\_\_\_\_\_

(Identity number of father and/or legal guardian)

\_\_\_\_\_

(Full names of mother and/or legal guardian)

\_\_\_\_\_

(Identity number of mother and/or legal guardian)

\_\_\_\_\_

(Marital status of father)

\_\_\_\_\_

(Marital status of mother)

HEREBY agree to pay DE LA SALLE HOLY CROSS COLLEGE (hereinafter “DLSHCC”) the annual school fees in respect of each and every year that the minor child/children

\_\_\_\_\_ is/are enrolled at DLSHCC.  
 (Copy of ID document/s attached)

2. I/We agree that as of date of the signature of this Agreement, until date of payment in full of all school fees debited by DLSHCC to my/our account as well as all/and or any additional costs debited thereto, my account with DLSHCC shall be in the nature of a running account.
3. A Certificate dated and signed by the Bursar of DLSHCC reflecting the amount due owing and payable shall be “prima facie”/ sufficient proof of the amount owing and unpaid for all purposes arising from this agreement.
4. I/We further agree that should payment in terms of this agreement not be made by the 7th day after due date, DLSHCC reserves the right to require my child/children to leave the school, subject to one (1) month’s notice.
5. The total amount of school fees for any specific academic year will be due and payable by one of the following methods:
  - 5.1 ANNUALLY: The full year in advance before the end of January of that specific academic year, attracting a 5% discount on the tuition fees only.
  - 5.2 TERMLY: Fees are payable on the first day of each term. The last instalment shall be due and payable on 1st September of the specific academic year.
  - 5.3 MONTHLY: Payable before the last working day of each month over the ten (10) month period January to 31 October.
6. I/We agree that should I/we fail to make payment in full of any outstanding amounts due to DLSHCC in term of this Agreement, DLSHCC shall, in its sole discretion, have the right to exercise its common law right of retention over the school reports of the minor child/children until such outstanding amounts are settled in full, without prejudice to any of DLSHCC’S other rights of recourse contained herein or in any other Agreement.
  - 6.1 In addition to 6 above, DLSHCC shall have the right, in its sole discretion to suspend the child/children from attending classes and/or being allowed on DLSHCC’S premises.
  - 6.2 If the account then still remains unpaid, DLSHCC shall have the right in its sole discretion to terminate this agreement and recover all outstanding monies owing plus all legal costs on the Attorney and own client scale, which costs shall be for my/our account and to take whatever legal action DLSHCC deems appropriate in the circumstances above and in any of these events.
  - 6.3 In addition to 6.1 and 6.2 DLSHCC shall also have the right to publish my/our names in any publication and in whatever manner as DLSHCC in its sole discretion deems fit, and I/We undertake to hold DLSHCC, its employees and agents harmless in this regard.
7. I/We agree to pay interest at the rate of 4% above the prime bank overdraft rate charged by DLSHCC’S bankers from time to time during the period while the payment is outstanding on all amounts (school fees or otherwise) due by it to DLSHCC in terms of or arising out of this Agreement, including all monies disbursed by DLSHCC on behalf of myself/ourselves. The contents of Clauses 6.1, 6.2 and 6.3 notwithstanding.

Initial/s:



**DE LA SALLE HOLY CROSS COLLEGE**



8. The “prime” bank overdraft rate as aforesaid shall be the rate customarily charged by the said bankers to its first class corporate customers in the private sector in respect of unsecured overdraft, as evidenced, in the event of a dispute by a certificates under the hand of any branch manager of the said banks, whose authority and appointment shall not be necessary to prove.
9. No indulgence granted by DLSHCC shall constitute a waiver of any of DLSHCC’S rights and DLSHCC shall in its sole discretion and without prejudice to any of its rights, elect to instruct its Attorneys/Debt Collectors to ensure compliance with this Agreement, the undersigned parent(s) and/or legal guardian(s) being liable for all costs incurred thereby on the attorney’s collection agency and own client scale, including the costs of all attendance’s, tracing charges and collection commission.
10. I/We hereby accept at the under mentioned physical address all letters, notices, documents and court processes which address I/we have chosen for acceptance of all such documents and processes to me/us, failing which I/we undertake liability for all the tracing charges incurred.

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Street Address

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Suburb	City	Code
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11. No indulgence, alteration, variation and/or consensual cancellation of the Agreement shall be of any effect unless reduced to writing and signed by both parties or their duly authorized representative.
12. I/We do hereby consent, in terms of Section 45 of the Magistrates Court Act (No.32 of 1944 as amended), to the jurisdiction of the Magistrates Court having jurisdiction in respect of any claim arising from this agreement, notwithstanding that the value of such claim may otherwise be beyond the jurisdiction of that Court, provided that this provision shall not preclude DLSHCC, in its sole discretion, from instituting any action in the High Court or any other Court of competent jurisdiction.
13. I/We consent to DLSHCC sharing information on our account with DLSHCC, with other credit grantors and credit bureaux. Information shared with such credit grantors and credit bureaux is used to make credit granting decisions and to prevent fraud.
14. All the terms and conditions contained in any other Agreement/Application/Enrolment between myself/us and DLSHCC are specifically incorporated herein in full and I/we certify that I/we have read, understood and agreed to such other terms and conditions.

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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For and on behalf of DE LA SALLE HOLY CROSS COLLEGE

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Full Signature of Father and/or Legal Guardian

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Full Signature of Mother and/or Legal Guardian