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UNDERTAKING TO PAY SCHOOL FEES

I, the undersigned _____

Identity Number _____

Residing at:

(Your Address)

In my capacity as the legal guardian of _____ (hereinafter referred to as "the LEARNER") do hereby undertake in favor of Landmark Academy, as follows:

Landmark Academy NPC

UNDERTAKING (Financial)

1. SCHOOL FEES (Landmark Academy)

1.1 I undertake to pay the compulsory school fees as determined by the Governing Body from time to time in 12 (twelve) equal monthly installments by means of depositing/EFT against my account.

1.2 I/We jointly and severally undertake to pay school fees and I/we understand the following:

1.2.2 School fees are payable in advance and are due on the 6th of each December. Fees paid in advance will be deposited to the school account and held in accordance with the Consumer Protection Act, to accrue to the school as income.



1.2.3 Our terms are as follows:

(a) Fees can be paid in full (b) Fees can be paid off in 12 equal monthly installments

1.2.4 In terms of family law, parents are jointly and severally liable for the payment of the school fees irrespective of their marital status.

1.2.5 In the event of non-payment of school fees the school will sue both parents irrespective of maintenance and court orders, which may exist between the parties.

1.2.6 In terms of Section 39 of the South African Schools Act, the parties to this form are liable to pay compulsory school fees.

1.2.7 In terms of Section 40 and 41 of the South African Schools Act, the school may enforce the payment of these compulsory fees.

1.2.8 The parties to this application undertake to pay all legal costs, including attorney / client fees and collection costs incurred by the school in the event of the school having to take legal action for the recovery of school fees.

1.2.9 If parents are in arrears with one installment then the FULL amount becomes due and payable immediately.

1.2.10 If full payment of a scholar's monthly or Termly installment is not received by Landmark Academy by the close of business on the 6th of each preceding month, an **R150 late fee** will be levied immediately, and an additional **R5 late fee** levied for each business day that passes until payment is received in full by Landmark Academy.

1.2.11 The school may hold and process by computer or otherwise any information obtained about the parents as a result of their liability for school fees.

1.2.12 The school may conduct an enquiry and/or information search about the parents with an information bureau or persons acting as their agents.

1.2.13 We consent to the school disseminating our names and contact details only to other parents, staff or responsible persons engaged or authorized by the school for school related purposes, unless at any time we instruct the school in writing to the contrary.

1.2.14 If parents fail to meet their school fee obligations the school may record the parents' non-performance with a bureau. Any information conveyed to a credit information bureau will be available to other credit grantors and used in making credit risk management related decisions.

1.2.15 Should there be a dispute on your statement of account, please notify the School Principal in writing.

1.2.16 Agreements are available in the following languages: English

1.3 The first installment shall be payable upon acceptance of the year preceding the year that the LEARNER attends the School and the School fees for January becomes due, and thereafter by the 6th working day of February and each and every succeeding month with the last installment on the 6th day of December of that year.

1.4 The Governing Body shall be entitled to vary the amounts and the period over which payments are to be made, provided that I will be notified thereof in writing.

2. GENERAL (Financial)

3.1 In the event of an increase in the fees referred to in paragraphs 1 and 2 above, I hereby authorize the School to adjust my debit order accordingly on condition that I shall be informed by the School in writing of their intention to do so.

2.2 Should I fail to pay any one installment pertaining to the fees referred to in paragraphs 1 and 2 above on the due date

2.2.1 The full amount outstanding in respect of those activities participated in by the LEARNER shall become due and payable forthwith, and

2.2.3 A R150 late fee will be levied immediately, and an additional R5 late fee levied for each business day that passes may be charged to my account for fees, which are in arrears.

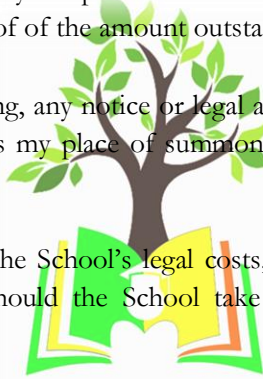
2.2.4 A penalty fee for any unpaid deposit/card facility as determined by the Governing Body from year to year, will be charged to my account.

2.3 I further agree that for the purpose of any legal proceedings against me in respect of my obligations in

terms of this agreement, a certificate by a representative of the Governing Body, duly authorized to do so, shall be sufficient and satisfactory proof of the amount outstanding for the purpose of summary judgment.

2.4 For the purpose of this undertaking, any notice or legal action to be instituted against me and all process to be served on me, I hereby elect as my place of summons and execution to my address as stated in the preamble of this undertaking.

2.5 I accept liability for payment of the School's legal costs, including collection commission on a scale as between attorney and own client, should the School take any legal action against me in terms of this undertaking.



SIGNED AT _____ **LANDMARK ACADEMY** _____ on _____

Quality Education in the best

day of _____, year _____.

AS WITNESSES:

1. _____

2. _____

SIGNATURE – PARENT/GUARDIAN

NAME IN FULL