

Boarding House Rental Agreement

Entered into by and between the parties:

(Hereinafter referred to as “the Parent/Guardian” and acting in his/her personal capacity as the parent and/or guardian of:)

(Hereinafter referred to as “the Boarder”)

AND

Flanders College

2002/013971/07

(Hereinafter referred to as “the hostel”)

Guardian means Court Appointed Legal Guardian

WHEREAS the parent/guardian desires to enrol his/her child/ward as a boarder in the hostel;

Parent/guardian: _____ Flanders College : _____

Witness: _____

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DURATION

- 1.1. The boarder will be admitted to the hostel for a period of 1 (one) year, commencing on the start of the academic year _____ and terminating at the end of the academic year _____.
- 1.2. This agreement will automatically renew upon the expiry date set out in 1.1 above for further academic years unless a terms notice has been given and reported to the boarding house master and finance department.
- 1.3. Without derogating from the generality thereof, factors which may lead to a further contract not being concluded, include but are not limited to, the poor behavioural and disciplinary record of the boarder, negative conduct of the parent/guardian as contemplated in clause 4 below, the late payment of fees and expenses as contemplated in the Schedule of fees and Boarding guidelines and routines and any breaches of contract committed by the parent/guardian.

2. FEES

- 2.1 The parent/guardian by entering into this agreement acknowledges and agrees that the hostel is an independent company and as such is dependent on the boarding fees paid by parents to render the services contemplated in this agreement.
- 2.2 The parent/guardian undertakes to pay hostel fees or any other expenses either as charged from time to time or as set out in the hostel's schedule of fees at its premises or by bank transfer, upon signature of this agreement or as provided in clause 2.5 below.
- 2.3 In the event of the parent/guardian electing not to pay the hostel fees in full upon signature of this agreement he/she undertakes to make payment of the hostel fees on the dates prescribed in the schedule of fees for the relevant payment scheme.
- 2.4 All payments made by bank transfer will only be credited to the boarder's account upon receipt of a copy of the deposit slip and/or the proof of payment with the name and contact number of the boarder clearly legible. The hostel accepts no liability for deposits which cannot be traced, and it will be the responsibility of the parent/guardian to trace such deposits. Where the deposit cannot be traced the parent/guardian remains fully liable for the payment and shall re-deposit the amount owing.
- 2.5 Whilst the fees and expenses as set out in the schedule of fees are valid for the duration of this agreement, the hostel reserves the right to increase the fees and expenses payable in the event of there being an extraordinary increase in the running costs of the hostel and/or should any other circumstances falling within the ambit of extraordinary circumstances arise. However, the hostel undertakes to communicate such intention to the parent/guardian prior to the implementation of such an increase.
- 2.6 The parent/guardian agrees that any failure on their part to pay the hostel fees either timeously or at all will constitute a material breach of this agreement.
- 2.7 The parent/guardian agrees that the hostel may suspend the boarder from the hostel until all outstanding fees and/or expenses have been settled in full. Any action as aforementioned will not constitute a waiver of the hostel's right to cancel this agreement.
- 2.8 Interest at 10% (ten percent) and collection costs will be charged on all arrears fees and expenses from the due date to date of payment.

Parent/guardian: _____ Flanders College : _____

Witness: _____

3. HOSTEL RULES AND REGULATIONS

The parent/guardian acknowledges that he/she has received, read, and understands the Schedule of fees and Boarding Guidelines, Routines and Code of Conduct.

The boarder and the parent/guardian will be bound by the rules, codes, policies, procedures and regulations as set out in the above-mentioned procedures, which documents and forms are incorporated into this agreement and form an integral part hereof. Any serious alternatively persistent contravention of the hostel rules, codes, policies, procedures or regulations set out in the procedures and policies brochure and/or prospectus will constitute a material breach of this agreement.

In order to promote an academic and calm atmosphere the parent/guardian agrees that where required they, as well as the boarder, will adhere to the hostel rules, policies and code of conduct and furthermore agrees that if the boarder participates directly or indirectly, in, inter alia, negative political agitation, instigation or participation in unrest or protest action, cyber threats or defamation, internally organised boycotts and stay-aways, violent or criminal behaviour, gambling, sexual misconduct, drug dealing or drug abuse or alcohol abuse, or accumulates eight formal detentions, or engages in any other behaviour in terms of the hostel's procedures and policies justifying expulsion, he/she may be suspended pending a disciplinary enquiry and expelled if found guilty at the disciplinary enquiry.

4. PARENT/GUARDIAN BEHAVIOUR

The parent/guardian agrees during the continuation of this contract to, at all material times co-operate with the hostel and refrain from any behaviour which may negatively impact on the contractual relationship between the parties. Any breach of this obligation will entitle the hostel to cancel this contract as set out in clause 8 below. Examples of such behaviour include but are not limited to rude, and abusive communication with the hostel, its employees, managers, or directors or refusing to co-operate with the hostel or making threats towards the hostel, its employees, boarders, managers or directors and/or refusing to comply with or give effect to any decision of the Boarding house Master/Mistress, School Principal or Director(s).

5. DAMAGE TO PROPERTY

The parent/guardian agrees, that in the event of the boarder damaging any of the hostel's property of the premises which the hostel occupies, to pay to the hostel the costs of repair/replacement of the damaged article/s and/or property.

6. INDEMNIFICATION

The parent/guardian undertakes to complete the indemnity form attached hereto upon signature of this agreement, and this agreement will only come into effect once the indemnity form has been signed by the parent/guardian and returned to the Boarding House Master/Mistress and/or School Principal or such person nominated by the Boarding House Master/Mistress and/or School Principal.

7. TERMINATION/CANCELLATION

- 7.1 In the event of the parent/guardian wishing to terminate this agreement and removing the boarder from the hostel, **3 months written notice** will be required and all hostel fees and expenses payable as of such date are to be settled immediately. If the hostel elects, for any reason not related to the expulsion of the boarder or non-payment of hostel fees, to cancel this contract, at least 30 days written notice will be given after which the parent /guardian agrees to withdraw the boarder from the hostel. Notwithstanding anything to the contrary in this clause, the hostel will not be required to give notice of termination in instances of expulsion of the boarder from the hostel and this agreement will terminate upon the effective date of the expulsion. In the event of a

Parent/guardian: _____ Flanders College : _____

Witness: _____

cancelation of this agreement as a result of non-payment of hostel fees, the provisions of clause 2 will apply.

7.2 In the event of this agreement being cancelled for disciplinary reasons as contemplated in clauses 3 and 4 above, all outstanding hostel fees and expenses as of the date of expulsion will become immediately due and payable on demand.

7.3 In the event of the boarder being absent from hostel for 5 or more school days, without written permission from the Principal and/or any reasonable explanations for such absence, this will amount to a repudiation of this agreement. In such an event, it is agreed that the hostel suffer damages to the equivalent of 3 months hostel fees, which will be payable to the hostel on demand. In addition, this agreement will also terminate.

8. BREACH

In the event of the parent/guardian and/or the boarder breaching any of the terms of this agreement the hostel without prejudice to any of its rights in law, reserves the right to cancel this agreement and to claim damages from the parent/guardian.

9. JURISDICTION/ARBITRATION

9.1 A dispute between the parties relating to any matter arising out of this agreement or the interpretation thereof shall be referred to arbitration, by any of the parties, by way of notice of the other parties, in which notice particulars of the dispute are set out. Notwithstanding anything stated in this clause a dispute contemplated herein excludes a dispute pertaining to the payment of hostel fees. The parties agree to submit themselves to the jurisdiction of the Magistrate's Court in respect of such dispute irrespective of the quantum of such outstanding hostel fees.

9.2 Any arbitration proceedings in terms of this agreement shall be held within the borders of the Republic of South Africa and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out-

9.2.1 the usual formalities and procedure;

9.2.2 the strict rules of evidence;

9.2.3 and shall be carried out as soon as is reasonably possible after an arbitrator has been appointed as set out below.

9.3 The arbitrator for such arbitration proceedings shall:

9.3.1 if the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 years' experience as agreed upon by the parties and failing agreement nominated by the Chairman for the time being of the Institute of South African Chartered Accountants.

9.3.2 if the matter in issue is primarily a technical matter be a suitably qualified person agreed upon by parties. Or failing agreement, to be nominated by the Chairman for the time being of the Law Society of South Africa

9.3.3 for any other matter, be a practicing advocate or attorney, admitted as such in accordance with the legislation or law governing such persons, with at least 10 years' experience as agreed upon by the parties. Or failing agreement, to be nominated by the Chairman for the time being of the Law Society of South Africa

9.3.4 in the event where the parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, technical nature, or any other nature then the nature of that dispute shall be decided by a practicing attorney or advocate admitted as such in accordance with the legislation or law governing such persons, with at least 10 years' experience agreed upon by the parties. Or failing agreement, to be nominated by the Chairman for the time being of the Law Society of South Africa

Parent/guardian: _____ Flanders College : _____

Witness: _____

- 9.4 The decision of the arbitrator shall be final and binding on the parties, who shall summarily abide by the decision. Either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction
- 9.5 No clause in this agreement which refers to arbitration shall mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the arbitrator.
- 9.6 A party referring any dispute for arbitration under this clause 9 shall first exhaust all internal remedies and procedures available to him/her as set out in the hostel's policies and procedures.
- 9.7 This clause 9 shall survive the termination of this agreement for any cause whatsoever.

10. LEGAL COSTS

In the event of the hostel institution taking action against the parent/guardian as a result of a breach of this agreement by the parent/guardian and/or the boarder, the parent/guardian will be held liable for such legal costs, including collection commission on an attorney and client scale.

11. DOMICILIUM (RESIDENTIAL AND POSTAL ADDRESSES)

11.1 The parties choose as their respective domicilium citandi et executandi for all purposes of this agreement with respect to all process notices of other documents or communication of whatsoever nature, the following address:

11.1.1 Parent/Guardian name: _____

ID No: _____

Physical Address: _____

Postal Address: _____

Email: _____

11.1.2 Hostel: Flanders College (Boarding House)

Physical Address: 139 Berg Ave,
Heatherdale AH,
Akasia,
0182

Parent/guardian: _____ Flanders College : _____

Witness: _____

11.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing. It shall be competent to give notice by e-mail.

11.3 Either party may by notice to the other party, change the physical address of its domicilium citandi et executandi, to another physical address in South-Africa, or its e-mail address provided that the change shall become effective on the 7th day from the deemed receipt of the notice by the other party.

11.4 Any notice to a party sent:

11.4.1 by pre-paid registered post in a correctly addressed envelope to the party at its domicilium citandi et executandi, shall be deemed to have been received on the 7th business day after posting, unless the contrary is proved.

11.4.2 by hand delivery to a responsible person during ordinary hours at its domicilium citande et executandi shall be deemed to have been received on the day of delivery; or

11.4.3 by e-mail to its chosen e-mail address stipulated as its domicilium citandi et executandi shall be deemed to have been received on the date of dispatch unless the contrary is provided.

11.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice of communication to it, notwithstanding that it was not sent or delivered at its chosen domicilium citandi et executandi, and will include correspondence handed to the boarder for delivery to the parent/guardian

12. GENERAL

12.1 The parent/guardian hereby acknowledges that the parent/guardian and boarder has read the Boarding Guidelines Routines and rules, and Code of Conduct and agrees to, that all, that is contained within the said documents is understood and agreed with and will be adhered to at all times.

12.2 The parent/guardian declares that no medical history, current conditions and medical reports, academic performance and/or misconduct will be withheld from the Hostel, Boarding House Master/Mistress, School Principal, that may have a negative impact on the hostel, hostels staff, management, school and fellow boarders.

12.3 The parent/guardian agrees that the boarder will not have exclusive rights to occupy particular sleep quarters. Room allocations may be changed at the end of each term, and a boarder may need to move to a different room starting the new term.

12.4 The parent/guardian agrees that the boarder will have communal facilities for shared use by other boarders.

12.5 The parent/guardian agrees that the boarder may be asked to move to a new room in the event of major maintenance. The boarder will be re-allocated with immediate effect should the Boarding House Master/Mistress feel the need in the event of any behavioural issues.

12.6 This agreement together with the Hostel's Boarding Guidelines and Routines, Code of Conduct and Schedule of fees mentioned herein embodies the full and entire agreement between the parties. No variation, addition or deletion of this written agreement will be of any force or effect unless reduced to writing and signed by all parties hereto.

12.7 Any relaxation or extension of any time limits set by the hostel in this agreement for the performance of any act, or any indulgence given by the hostel to the parent/guardian or boarder shall not be construed as a waiver of any of the hostel's rights under this agreement

By signing this agreement, the parent/guardian accepts that payment of 3 months' notice is due if the boarder is withdrawn or the contract is terminated in terms of clauses 7.1, 7.2 or 7.3 above.

Parent/guardian: _____ Flanders College : _____

Witness: _____

THUS, DONE AND SIGNED AT _____

ON THIS _____ DAY OF _____ 20 _____

PARENT/GUARDIAN SIGNATURE

WITNESS FOR PARENT/GUARDIAN

THUS, DONE AND SIGNED AT _____

ON THIS _____ DAY OF _____ 20 _____

FLANDERS COLLEGE

WITNESS FOR FLANDERS COLLEGE

Parent/guardian: _____ Flanders College : _____

Witness: _____

INDEMNITY FORM

We, the undersigned,

_____ (the Father/Guardian)

and

_____ (the Mother/Guardian)
(Guardian means Court Appointed Legal Guardian)

of

_____ (our child/ward)

Whereas the hostel and its staff will use their best endeavours to ensure the safety of the child/ward and his/her property we the parents/guardians agree to indemnify them as set out hereunder:

1. In our personal capacities and in our representative capacities as parents/guardians of our child/ward we hereby tacitly and expressly indemnify and hold harmless;
 - 1.1. Flanders College and Boarding House Management, staff, assistants, or other employees in respect of any liability for any damages or injury or loss of whatever nature suffered by us or our child/ward arising out of any cause whatsoever whilst our child/ward is in the care of Flanders College and Boarding House Management, staff, assistants, or other employees either on or off the hostel's premises
 - 1.2. Flanders College its management, staff, assistants, or other employees against whom any claim, including legal costs, in terms of clause 1.1 above which may arise or be instituted for any reason whatsoever.
 - 1.3. Flanders College and Boarding House Management, staff, assistants, or other employees against any other claims, demands, legal costs and expenses arising out of the actions of our child/ward whilst in the care of Flanders College and Boarding House its management, staff, assistants, or other employees either on or off the hostel premises.
2. We further consent to and agree that:
 - 2.1. Any management, staff member or assistant of Flanders College and Boarding House may attend to medical care or treatment of our child/ward where the cause of such treatment is of a minor nature and the supervision of a medical doctor is not reasonable required.
 - 2.2. We undertake to furnish Flanders College and Boarding House with our child/ward's medical history and any other relevant medical information, which we deem to be within Flanders College and Boarding House necessary knowledge both now, and if there is a change.
 - 2.3. Where medical care and treatment caused by serious injury or illness is required, we consent and give permission to the management, staff, assistants or employees of Flanders College and Boarding House to sign any necessary written consent on behalf of us and/or our child/ward for him/her to be subjected to such medical care or treatment, provided that this will be executed on the advice and under supervision of a medical doctor. We indemnify and hold Flanders College and Boarding House, its management, staff, assistants, and employees harmless against any claims for injury or other consequences which may result from medical treatment as contemplated in this paragraph. We further irrevocably agree to pay any costs or medical fees in respect of the medication, attention or treatment administered to our child in terms of clause 2.3

THUS, DONE AND SIGNED AT _____

ON THIS _____ DAY OF _____ 20_____

PARENT/GUARDIAN SIGNATURE

Parent/guardian: _____ Flanders College : _____

Witness: _____