

Ambition International School

Terms & Conditions

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1. DEFINITIONS

1.1 "Additional Fees" means those costs for the Additional Goods/Services and additional costs and levies required from time to time, to provide adequately for the education and related activities and services provided to your Student; these include but are not limited to, the costs of extra-curricular activities or special educational needs, as determined by the School from time to time. Additional Fees may include, but will not be limited to, the cost of outings, clubs/societies, damages to property, stationery and book costs, etc. You accept that the Additional Goods/Services are part of the School's standard offerings and that you have specifically requested them;

1.2 "Activities" means the School's facilities and/or equipment and/or gear and/or swimming lessons and/or all and any associated and/or non-associated and/or completely unrelated activities (hereinafter collectively referred to as "Activities"),

1.3 "Admission Policy" means the admission policy adopted by the School from time to time;

1.4 "Registration Fee" means the non-refundable fee payable by the Parent to cover all administrative costs involved in applying for a position for a Student at the School;

1.5 "Contract" means this document, including all its annexures as well as any Policies adopted by the School to regulate the day-to-day running of the School;

1.6 "Consumer Protection Act" means the Consumer Protection Act, No 68 of 2008, as amended or replaced from time to time;

1.7 "Easy2Swim" means the Swim School on the Property that will be providing swimming lessons to your children;

1.8 "Fee" means any amounts owing to the School for a Student's enrolment, education and related activities at the School. Such Fees will be clearly communicated to you in advance and may include, but are not limited to, the following:–

1.8.1 Registration Fee;

1.8.2 School Fees; and

1.8.3 Additional Fees

1.9 "Head" means either of the School's directors, or any appointed teacher, caregiver, staff member, or representative acting in a supervisory or leadership capacity on behalf of the School;

1.10 "School" means Ambition International School (Pty) Ltd (Reg: 2013/096123/07), including its directors, officers, employees, authorised agents, contractors, and representatives. For the avoidance of doubt, the physical property from which the School operates and the property owner(s) are not included in this definition.

1.11 "School's Code of Conduct" means the code of conduct, as amended from time to time, regulating the general conduct, and other activities concerning the Students at the School;

1.12 "School Rules" means all the rules that apply to all Students, as amended from time to time, regulating how a student behaves whilst on the property;

1.13 "School Fees" means the money payable by the Parent/s to the School in connection with a Student's education, excluding the Registration Fee and any Additional Fees;

1.14 "School Rules" means the rules of the School as detailed in the School Policies, which may, at the School's sole discretion, be amended from time to time for legal, safety or other reasons to assist the proper administration of the School, and in terms of which amended School's Policy you agree to be bound to irrespective of whether you have agreed to same;

1.15 "Magistrates' Court Act" means the Magistrates' Courts Act No 32 of 1944;

1.16 "Parent" or "you" means each person named under the Parents Online School Profile named as Contact number 1, Contact number 2, Contact number 3 and so on who has agreed to this Contract as the parent or legal guardian of a Student. It is a requirement that where applicable, both parents and/or legal guardian of a Student agree to this Contract;

1.17 "Student" means any learner registered or enrolled under this agreement, including any child subsequently added to the School's administrative or accounting systems—whether via this form, by manual enrolment, or by any other means—and includes all plural references ("Student/Students").

1.18 "Parents Online School Profile" means the Parent Portal of the School where Parents register their details and the details of all Students and where these Terms are agreed to and signed for online;

1.19 "Participants" means people other than Student that participate in any of the Schools Activities, for example Parents or Guardians;

1.20 "Parties" means the Parent/s and the School;

1.21 "The Property" or "Property Owner" means the address that the School Operates from, 14 Stellentia Road, Firlands, Gordon's Bay, and/or any other facility deemed necessary. All such facilities are collectively and interchangeably referred to as THE PROPERTY;

1.22 "Policies" means the rules and policies adopted and amended as required by the School, as published by the School from time to time, which are used to regulate the day-to-day running of the School and are available on our website.

1.23 "Term" means a division of the academic year and is the time during which the School holds classes and extra mural activities, as notified to Parents from time to time;

1.24 "Third Party" means the person or entity, other than the Parent or legal guardian, nominated by the Parent or legal guardian to be responsible for the payment of any one or more or all of the Fees, provided that nomination will not absolve the Parent/s or legal guardian/s from liability for the payment of such Fees.

1.25 All references to singular terms shall include their plural forms, such as "child/children," "student/students," etc.

1.26 "Property Owner" means **Tim Stiff**, the registered owner of 14 Stellentia Road, Firlands, Gordon's Bay, and any successor-in-title, director, officer, employee, agent, contractor, or representative acting on its behalf.

2. ENROLMENT & RE-ENROLMENT

2.1 Enrolment of a student is subject to the School's discretion, and no student shall be considered officially enrolled until the registration process is completed, the Registration Fee is paid, and this contract is signed or accepted electronically.

2.2 Enrolment is a once-off process and does not need to be repeated annually. The enrolment will remain in force unless terminated by either party in accordance with the termination provisions contained herein.

2.3 The School reserves the right to decline enrolment based on academic performance, behavioural concerns, outstanding fees, or any other reason deemed reasonable by the Head in the best interest of the School and its learners.

2.4 Parents/Guardians agree to immediately notify the School of any changes in the Student's medical, psychological, educational, or other personal circumstances that may affect the Student's education or conduct at the School.

2.5 All information submitted during the enrolment process must be complete, truthful, and accurate. Any misrepresentation or omission of material information may result in cancellation of enrolment without refund.

2.6 The Parent/Guardian acknowledges that by completing the enrolment process, they agree to abide by the full Terms & Conditions of Ambition International School.

2.7 In cases where a Parent/Guardian adds additional Contacts (such as other parents, guardians, or caregivers) during the enrolment process, such additions are deemed to have agreed to these Terms & Conditions unless they notify the School in writing within 7 (seven) days of receipt of the agreement (as outlined in Clause 11.7).

Section 3: General Obligations of the School

3.1 The School undertakes to exercise reasonable skill and care in respect of a Student's education and welfare while on the premises or participating in any School-sanctioned activity.

3.2 The School will provide feedback on student progress and, where necessary, communicate with Parents/Guardians about areas of concern. However, the School is not obligated to diagnose learning difficulties, disabilities, or conditions. A formal assessment may be arranged at the Parent's expense.

3.3 The School expects all students to participate in all academic, sporting, cultural, and enrichment programmes unless an exemption has been granted in writing.

3.4 While the School strives to accommodate all learners, it may, at its discretion, determine that it cannot adequately meet the educational needs of certain students. In such cases, the School may terminate enrolment under Clause 10.

3.5 The School shall maintain a safe environment, uphold educational standards, and always operate in the best interests of its students and staff.

3.6 Continued attendance at the School signifies ongoing agreement to all Terms and Conditions outlined in this document.

3.7 The School reserves the right to amend policies, operational procedures, or class schedules, provided reasonable notice is given where possible.

4. DISCLAIMERS AND INDEMNITY

4.1 The School does not accept responsibility for theft, loss, or damage to personal property (including clothing, equipment, books, or valuables) brought onto School premises unless the property is under the physical care of the School or its staff, and such loss results from a failure to exercise reasonable care.

4.2 Access to the School is controlled by a gate located on Stellantia Road, operated by a keypad. The access code is issued by email upon registration and may change from time to time. All users must treat the code as confidential. Entry and exit mechanisms are automated, and caution is required. Attempting to follow another car through the gate is prohibited.

4.3 The School is not responsible for any vehicle damage occurring on the premises. Parents, Students, and Participants will be liable for damage they cause, including damage to gates or structures. Repair costs will be invoiced and are payable within 7 days.

4.4 Parents agree to indemnify and hold harmless the School, its Head, staff, and authorised representatives from any claims, costs, damages, or liabilities arising from

injury (including death) or property damage related to enrolment, attendance, or participation in School activities.

4.5 Parents consent to their children participating in all organised activities (on or off-site), including educational tours, sports, and cultural events. These activities may carry risk. While the School will provide appropriate supervision and care, it will not be held liable for injuries or losses arising from such activities unless due to gross negligence.

4.6 Parents acknowledge and accept that any claim arising from proven negligence or misconduct by the School, its staff, or authorised representatives is limited to direct damages only. No indirect, consequential, or punitive damages may be claimed. Parents waive any right to pursue claims beyond such proven direct damages and agree to indemnify and hold the School harmless from any further liability.

4.7 Indemnity in Favour of the Property Owner

The Parent/Guardian acknowledges that the Property Owner is **not the operator of the School** and bears **no responsibility or liability whatsoever** for any activity conducted by the School, or for any injury, loss, or damage suffered by any person on the Property or elsewhere in connection with the School. The Parent/Guardian therefore **waives all claims** against the Property Owner and **indemnifies and holds the Property Owner harmless** from any action, demand, loss, liability, damage, cost, or expense (including attorney-and-client legal fees and collection commission) arising directly or indirectly from the Student's enrolment, attendance, presence on the Property, or participation in any School-related activity, **regardless of the cause of such injury, loss, or damage.**

5. PARENTS' GENERAL OBLIGATIONS

5.1 Attendance & Participation

Parents must ensure that learners attend all scheduled classes and participate fully in the academic and extracurricular programmes. Excessive absenteeism, lateness, or failure to engage may result in academic review or disciplinary action.

5.2 Documentation & Contact Information

All required documents must be submitted timeously, including valid ID, proof of residence, transfer cards (where applicable), and academic or medical reports. Parents must immediately notify the school of any changes to contact details or custodial arrangements.

5.3 Special Needs & Disclosure Obligations

Any physical, emotional, behavioural, or learning difficulties — including diagnosed or suspected conditions (e.g. ADHD, ASD, speech delays, trauma) — must be fully disclosed at enrolment or as soon as identified. The school may request assessments or supporting documentation and reserves the right to determine if it can meet the learner's needs.

Failure to disclose relevant information may result in immediate termination of enrolment.

5.4 Compliance with School Rules & Policies

Parents agree to uphold all school rules, procedures, and policies, including the Code of Conduct, dress codes, homework requirements, attendance rules, and any other published guidelines. Policies are subject to review and will be made available via the school's website or on request. Continued enrolment is conditional on acceptance of these terms.

5.5 Respectful Conduct & School Environment

All parents and guardians must behave respectfully towards staff, learners, and other families. The use of aggressive, defamatory, threatening, or disruptive behaviour — whether in person, by phone, or online — will not be tolerated.

The school may restrict access to its premises, limit communication, and in serious cases, terminate enrolment or take legal action where appropriate.

5.6 Social Media & Public Commentary

Parents and associated individuals may not post, publish, or share any defamatory, harmful, misleading, or damaging content about the school, its learners, staff, or directors on any social media or public platform, including WhatsApp, Facebook, Instagram, or blogs.

This includes unauthorised distribution of recordings, complaints, or photographs. Any such conduct may constitute *defamation*, *harassment*, or *crimen injuria* under South African law. The school reserves the right to seek legal remedy, including urgent interdicts and damages. Ongoing enrolment is subject to full compliance with this clause.

5.7 Consent to Computer, Internet & Learning Tool Use

Parents consent to learners using the school's devices, internet resources, and learning platforms under teacher supervision, as part of their educational programme. The school takes reasonable steps to ensure safe and appropriate use but is not liable for any misuse outside of its supervision.

5.8 Credit Reporting & Debt Collection

Parents acknowledge that overdue accounts may be submitted to a registered credit bureau in accordance with the National Credit Act. This may negatively affect the credit rating of the account holder. The school may also initiate legal proceedings or hand over the account for debt collection.

5.9 Use of Learner Work & Images

Parents consent to the school using photographs, videos, written work, artwork, or other learner-produced material in internal publications, school promotions, websites, or social media, provided that no surnames or identifying details are used without separate written permission. Objections must be submitted in writing.

5.10 Intellectual Property

All educational materials, systems, lesson content, software, and teaching resources

provided by the school — whether in printed, digital, or verbal form — remain the intellectual property of the school or its licensors and may not be copied, reproduced, distributed, or used outside the enrolled learner's education without prior written consent.

5.11 Ownership of Learner-Created Work

Any literary, artistic, dramatic, musical, digital, or project-based work created by a learner during their time at the school, as part of school activities, assignments, or under staff instruction or supervision, shall be deemed the intellectual property of the school.

The school may use such works for educational, promotional, or archival purposes without further consent or compensation, provided that learner privacy is maintained and no identifying information is used without written permission.

5.12 Stationery Supply Obligations

Parents/Guardians are required to supply all necessary stationery for their child at two critical times: (a) upon commencement of studies at the School, and (b) at the beginning of each academic term thereafter. The School will provide a comprehensive stationery list detailing all required items.

Adequate stationery is essential for productive learning and participation in all academic activities. Failure to provide the required stationery will result in the School sourcing and supplying the necessary items to ensure the Student's educational progress is not compromised.

In such cases, the Parent/Guardian will be liable for:

- The actual cost of all stationery items supplied by the School
- An administrative penalty charge of R200 to cover procurement and handling costs

The School will issue a statement for stationery costs and penalties within 7 days of supply. Payment must be made within 15 days of receiving the statement. Failure to settle this account within the specified timeframe will trigger the defaulting provisions outlined in Section 8 of this Contract, including potential suspension of services and debt collection procedures.

Parents/Guardians acknowledge that consistent provision of stationery is their responsibility and that the School's intervention in sourcing supplies is a service provided to maintain educational continuity, not an alternative payment arrangement.

5.13 WhatsApp Group Communication Guidelines

The School operates various WhatsApp groups organized by class or grade level to facilitate communication between teachers and Parents/Guardians. These groups serve as platforms for sharing general school information, announcements, and educational updates.

Parents/Guardians who participate in these groups must ensure all communications are:

- Brief, clear, and directly related to school matters
- Professional and respectful in tone
- Relevant to the broader parent community
- Appropriate for the educational environment

Prohibited conduct includes, but is not limited to:

- Personal advertising or commercial promotions
- Political discussions or controversial topics unrelated to education
- Gossip, complaints about specific individuals, or defamatory content
- Sharing personal information about other families or students
- Excessive messaging that disrupts the educational purpose of the group
- Use of inappropriate language, imagery, or content
- Private conversations that should be conducted directly with teachers or administration

The Head or designated staff member reserves the sole discretion to determine what constitutes inappropriate use of the WhatsApp groups.

Disciplinary Process: Parents/Guardians who violate these guidelines will receive ONE written warning outlining the specific breach. Any subsequent violation will result in immediate removal from all School WhatsApp groups without further notice or right of appeal.

Removed parents will need to rely on alternative communication channels (email, phone, or in-person meetings) to receive school information. Removal from WhatsApp groups does not affect other contractual obligations or the Student's continued enrolment, but may impact the timeliness of receiving certain school communications.

Parents/Guardians acknowledge that participation in School WhatsApp groups is a privilege that must be exercised responsibly and in accordance with the School's values and communication standards.

6. POLICIES OF THE SCHOOL

6.1 You declare that you have read, understood, and accepted the current Policies of the School as published on the School's website or made available to you upon request.

6.2 You acknowledge that the School's Policies form an integral part of this contract and that compliance with these Policies is essential for your child's continued enrolment and participation in the School.

6.3 The School reserves the right to revise or amend its Policies at any time, in order to ensure legal compliance, promote safety, maintain educational quality, or improve operational efficiency. Reasonable notice will be given of material amendments. However, continued attendance at the School will be regarded as acceptance of any revised policies.

6.4 It is the Parent/Guardian's responsibility to remain familiar with current Policies and to ensure that their child/children are aware of and adhere to them.

6.5 The Policies include, but are not limited to:

- The School's Code of Conduct

- Disciplinary Procedures and Sanctions
- Attendance and Punctuality Guidelines
- Absence Reporting Requirements
- Uniform or Dress Code (where applicable)
- Health and Safety Protocols
- Anti-Bullying Policy
- Use of School Premises and Equipment
- Electronic Device and Internet Usage Policies
- Aftercare, Extra-Curricular, and Holiday Programme Rules
- Swimming Lesson Rules (Easy2Swim)
- CCTV and Data Protection Guidelines

6.6 The School may impose disciplinary action where there has been a breach of Policy, including but not limited to verbal warnings, written warnings, detention, suspension, or expulsion, depending on the nature of the breach.

6.7 If a Parent/Guardian or Student strongly disagrees with any Policy or amendment, they must notify the School in writing within 7 days. However, refusal to comply with binding School Policies may result in cancellation of enrolment.

6.8 The School's full Policies are deemed to have been incorporated into this contract by reference and are enforceable as if fully set out herein.

7. REGISTRATION FEE

7.1 An offer of placement at Ambition International School is only confirmed once the Parent/Guardian accepts the terms of this Contract and pays the **non-refundable Registration Fee**.

7.2 The Registration Fee secures the Student's place at the School and contributes toward the administrative processing of enrolment and associated onboarding requirements. It is not deductible from monthly or annual School Fees.

7.3 If the Student does not take up the offered place after the Registration Fee is paid, the fee will be retained by the School as a reasonable cancellation charge and is not refundable under any circumstances.

7.4 If the Student does take up the place, the Registration Fee is allocated to administrative and operational setup.

7.5 The Parent/Guardian acknowledges that paying the Registration Fee signifies their commitment to proceed with enrolment and to be bound by the Terms & Conditions of the School.

8. PAYMENT OF FEES

8.1 School Fees are determined annually by the directors of Ambition International School and are binding on all Parents/Guardians of enrolled Students.

8.2 School Fees are payable **monthly in advance**, no later than the **1st of each month**, unless otherwise agreed in writing. Failure to make timeous payment will result in a **late payment fee of R150** being added to the account if payment is not received by the **3rd of the month**, unless prior arrangements have been made.

8.3 Payment may be made by EFT, Online or card payment at the School. The School does not accept cheques or cash deposits at the bank (to avoid bank charges). All bank charges or transfer costs are the responsibility of the payer.

8.4 Parents may elect to pay annually in advance. Annual payments are not tied to the academic year and cover a full 12-month period from the date of payment. A discount equivalent to **one month's fees** will be applied to the total amount due for the 12-month period. Annual payments are non-refundable in the event of early withdrawal, unless the school, at its sole discretion, agrees to a refund due to exceptional circumstances.

8.5 A **non-refundable Registration Fee** must be paid upon enrolment. This is in addition to monthly/annual School Fees.

8.6 The Parent/Guardian is **personally responsible** for payment of all amounts due, even if a Third Party is nominated. Nomination of a Third Party **does not absolve the Parent/Guardian** of financial responsibility.

8.7 The School reserves the right to **charge interest** on overdue accounts at the **maximum rate permitted by the National Credit Act**, as well as collect any legal or administrative fees associated with debt recovery.

8.8 Any account that is **15 days or more in arrears** may result in the **suspension of the Student's access** to lessons, assessments, extracurriculars, or online platforms until full payment is made.

8.9 The School may elect to **withhold progress reports, assessments, certificates, or academic records** in the event of unpaid fees.

8.10 The School will issue **monthly statements** showing the outstanding balance. These statements shall serve as **prima facie proof** of the amount owed unless the Parent/Guardian disputes the amount in writing within 7 days.

8.11 In the event that the School agrees to an instalment or deferred payment plan (which must be recorded in writing), failure to honour **any instalment** will render the **full outstanding amount immediately due and payable**.

8.12 Fees are non-refundable and non-transferable, even if the Student withdraws early, is expelled, suspended, or fails to attend classes, unless otherwise stated in this Contract.

8.13 All legal costs, including attorney-and-client fees, collection commission, and court fees, incurred in recovering any unpaid fees, shall be **borne by the Parent/Guardian**.

8.14 The School reserves the right to **report defaulting accounts** to credit bureaus and/or blacklist individuals or entities responsible for outstanding accounts.

8.15 Parents/Guardians who opt into programs such as **GED, AHSD, or Home Schooling** agree to minimum commitment periods and billing arrangements as outlined in Section 10.

8.16 Continued attendance at the School constitutes **ongoing agreement** to this clause and to all fee-related terms.

9. PROTECTION OF PERSONAL INFORMATION (POPI)

9.1 By completing enrolment and accepting these Terms and Conditions, the Parent/Guardian grants permission to Ambition International School to collect, process, store, and share personal information as required to operate effectively and lawfully, in accordance with the **Protection of Personal Information Act (Act No. 4 of 2013)**.

9.2 The School may collect and process the following personal information from Parents, Guardians, Students, and associated contacts:

- Names, ID numbers, contact details, addresses
- Student academic, behavioural, medical and disciplinary records
- Photographs, video footage, CCTV footage
- Payment details, account history, and proof of income (where applicable)

9.3 The purposes for which information is collected and processed include, but are not limited to:

- Maintaining accurate student and family records

- Ensuring student safety, health, and educational support
- Communicating with families
- Issuing invoices and processing payments
- Reporting and legal compliance with education or child protection authorities
- Marketing and promotion of school achievements

9.4 Parents/Guardians give explicit consent for the School to:

- Share personal data with educational institutions, service providers, medical professionals, legal representatives, or regulators where required
- Store personal information securely (both electronically and in hard copy)
- Include photographs or Student work in school newsletters, websites, or social media, provided it is done respectfully and without tagging the Student (unless additional consent is granted)

9.5 Photographs and video footage taken during School events, lessons, or extracurricular activities may be used for promotional or educational purposes, unless written objection is submitted to the School.

9.6 All contacts listed under the Parents Online School Profile agree that their personal contact information may be used by the School to share communications related to:

- School operations and notices
- Legal or contractual updates
- Safety and health measures (including COVID-19 or other health protocols)
- Events, marketing, and promotional messages (optional)

9.7 The School will take all reasonable and appropriate steps to protect personal information from loss, misuse, unauthorised access, disclosure, alteration, or destruction.

9.8 Parents/Guardians have the right to:

- Request access to the personal information the School holds about them or their children
- Request correction or deletion of inaccurate or outdated information
- Object to the processing of personal information for specific purposes
- Withdraw consent, subject to legal and contractual limitations

9.9 Parents who wish to exercise any POPI rights must do so in writing to:

 **info@ambitionis.co.za**

9.10 By agreeing to this contract, the Parent/Guardian confirms that all individuals listed on the form (including additional contacts) are aware their information has been shared and that the School may communicate with them as outlined above. If a listed contact wishes to opt out, they must do so in writing within 7 days of receiving this agreement.

9.11 The School's full POPIA Policy is available on request or via its website.

10. TERMINATION AND NOTICE REQUIREMENTS

10.1 This Contract will terminate automatically upon the Student completing the full high school programme offered by the School (e.g., GED or AHSD), unless otherwise terminated earlier in accordance with the provisions of this Contract.

10.2 You have the right to cancel this Contract at any time, for any reason, provided that you give the School a **full term's written notice** of your intention to withdraw the Student. This notice must be received **before the start of the final term**. Alternatively, a full term's fees (including pro-rated Additional Fees) will be payable in lieu of notice as a reasonable cancellation fee.

10.3 The School also reserves the right to cancel this Contract at any time, for any reason, provided that it gives the Parent a **full term's written notice**. In such cases, any pre-paid fees beyond the notice period will be refunded, less any outstanding charges.

10.4 The School may also terminate this Contract summarily (without notice) under the following circumstances:

- **10.4.1** If the Student commits any act that, in the sole opinion of the Head, justifies immediate expulsion or suspension.
- **10.4.2** If the Parent is in **material breach** of the Contract and fails to remedy such breach within **20 business days** of being notified by the School.
- **10.4.3** If the Student is, in the School's sole discretion, found to be unsuitable for continued enrolment based on academic or behavioural grounds.

10.5 For clarity, material breach includes but is not limited to:

- **10.5.1** Failure to pay fees on time;
- **10.5.2** Failure to uphold the School's Code of Conduct or Rules;
- **10.5.3** Failure to fulfil any legal requirements for school attendance (e.g., study permits, where applicable);
- **10.5.4** Actions by the Parent or Student that cause reputational harm to the School or interfere with the learning of other students.

10.6 If a Student is expelled or suspended under these provisions, the School will have no obligation to refund any portion of fees already paid unless the Head decides otherwise in writing.

10.7 Continued attendance at the School after any policy changes or fee increases will be considered acceptance of the updated terms unless written objection is submitted within 7 days.

10.8 Any termination of the Contract does not relieve the Parent of any outstanding financial obligations, including fees, damages, or other charges due at the time of termination.

10.9 Parents must provide updated contact information and legal addresses for purposes of notices, and the School may send legal or contractual correspondence via email or hand delivery to the last known address on file.

11. GENERAL

11.1 The Parent chooses the **residential address** provided in the Parent's Online School Profile as their **domicilium citandi et executandi** (legal address for service of notices or legal documents), and the **email address** for all general communication.

11.2 The School chooses as its domicilium citandi et executandi the following address: **14 Stellantia Road, Firlands, Gordon's Bay, 7140**, and **info@ambitionis.co.za** for email communication.

11.3 All communications, including legal notices, may be sent via email, registered post, or hand delivery. Notices delivered:

- By **hand** will be deemed received on the day of delivery;
- By **email** will be deemed received on the day of dispatch unless the contrary is proven;
- By **registered post** will be deemed received within 7 days of posting.

11.4 Either party may change their domicilium or contact details by giving the other party **10 business days' written notice** of such change.

11.5 A notice actually received by a party is deemed to be valid notice, even if it was not delivered to the chosen domicilium.

11.6 The Parent undertakes to keep all personal and student information up to date and to notify the School immediately of any changes.

11.7 If the Parent adds other individuals as Contacts (e.g., additional parents, guardians, or caregivers) during the enrolment or registration process:

- The primary Parent warrants that they have the legal authority to add such individuals and to bind them to this agreement.
- An **email copy of the agreement** will be sent to each listed contact.
- The contact will be **deemed to have accepted the Terms & Conditions** unless they notify the School in writing within **7 days** of receiving the agreement.
- Failure to respond will not exempt them from liability or obligations under this Contract.

11.8 Continued attendance by the Student at the School constitutes ongoing acceptance of all current and future versions of these Terms & Conditions.

11.9 The Parent acknowledges that these Terms may be updated from time to time. Updated versions will be published on the School's website and sent via email. The Parent agrees to check and remain familiar with all such changes.

11.10 All references to "Parent," "Student," "Participant," or similar terms are deemed to include **all forms**, whether singular or plural, and all gender identities.

11.11 This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, discussions, or communications (oral or written) regarding the subject matter herein.

11.12 Errors and omissions are accepted (**E&OE**) in good faith, but any dispute arising from material errors must be brought to the School's attention in writing within **7 days** of discovery.

12. SIGNATURE

12.1 This agreement may be signed electronically, using a typed name, a digital checkbox, or any other recognised form of electronic acceptance.

12.2 Each party agrees that an electronic signature is legally binding and constitutes full acceptance of all Terms & Conditions contained in this document, as though signed in ink. In accordance with the **Electronic Communications and Transactions Act 25 of 2002**, an electronic signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic form. This agreement, when accepted digitally, shall have the same legal force as a handwritten signature.

12.3 This agreement may be executed in counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement.

12.4 Where more than one Parent, Guardian, or Contact has been added to the Parent Online Profile:

- The individual completing the registration process confirms that they have the legal right and authority to act on behalf of all added individuals.
- Each additional person will be bound by this agreement unless they notify the School in writing within 7 days of receiving a copy of the Terms & Conditions.

12.5 Where one Parent signs on behalf of both (or all listed guardians), the agreement is considered jointly and severally binding unless the School is notified in writing within 7 days of registration by the other party/parties.

12.6 By ticking the confirmation box or submitting the registration form online, the Parent declares that they:

- Have read, understood, and agreed to the full Terms & Conditions.
- Are authorised to accept this agreement on behalf of all listed Parents, Guardians, and Contacts.
- Acknowledge that continued enrolment and attendance at the School confirms agreement to the latest version of this agreement.

13. JURISDICTION AND GOVERNING LAW

13.1 This Contract and any dispute arising out of or in connection with it shall be governed and interpreted in accordance with the **laws of the Republic of South Africa**.

13.2 The Parties agree that the School may, at its discretion, institute proceedings in either:

- The **Magistrate's Court** in terms of Sections 45 and 28 of the *Magistrates' Courts Act No. 32 of 1944*, as amended, notwithstanding that the amount in dispute may exceed the jurisdiction of that Court; or
- The **High Court of South Africa** or any other competent forum, should the School deem it necessary.

13.3 You, as the Parent/Guardian, consent to the jurisdiction of the aforementioned courts and agree to bear the legal costs incurred by the School in recovering any outstanding amounts or enforcing any rights under this agreement.

13.4 The School reserves the right to claim **legal fees on an attorney-and-client scale** (i.e., full legal costs) in any such proceedings, including any **collection commission** and administrative costs.

13.5 The School also reserves the right to report any default or breach of this agreement to a **registered Credit Bureau**, subject to compliance with applicable consumer protection and credit legislation.

14. VARIATIONS

14.1 The School reserves the right to change or supplement these Terms & Conditions at any time for legal, safety, administrative, or educational reasons, including to improve service delivery or to comply with government regulations.

14.2 All such changes shall be communicated to Parents/Guardians in writing. Wherever reasonably possible, at least one term's notice will be provided. In cases where urgent changes are required due to legal compliance or safety concerns, one calendar months' notice will be considered reasonable.

14.3 Continued enrolment of the Student/Students after such notice has been given shall be deemed acceptance of the amended Terms & Conditions.

14.4 If a Parent or Guardian objects to any material change, they may terminate the contract in accordance with the School's termination policy (see Clause 10), subject to the relevant notice periods and cancellation fees.

14.5 The School's policies and procedures may be updated from time to time at the discretion of management, and all such policies are binding upon Parents, Students, and Participants once made available on the School website or through official communication channels.

15. PARTIAL INVALIDITY

15.1 Each clause and provision in this agreement is severable from the others. If any clause, provision, term, or condition of this Contract is found by a competent authority or court to be invalid, unlawful, or unenforceable for any reason, such invalidity shall not affect the remaining provisions of this Contract.

15.2 The remainder of the Contract shall continue in full force and effect as if the invalid clause had been omitted, provided that the fundamental purpose of the Contract is not frustrated.

15.3 In such cases, the affected clause shall be replaced with a provision that is lawful and enforceable and that most closely reflects the original intention and commercial purpose of the invalid clause.

16. DECLARATION

16.1 I/We, the undersigned, declare that I/We have read and understood this Contract, together with the School Rules, Policies, Code of Conduct, and the Release, Waiver, and Indemnity Agreement.

16.2 I/We understand that it is the School's intention to avoid all legal liability for any loss, claim, demand, or damage—whether known or unknown, foreseen or unforeseen—arising through me/us, the Parent/Guardian, the Student(s), or any Participant, in connection with participation in School activities or use of the School's facilities and equipment.

16.3 I/We acknowledge that any Parent/Guardian, Student, or Participant may sustain damage, injury, loss, or even death, directly or indirectly, from participating in such activities or using the School's facilities and equipment.

16.4 By signing (or electronically accepting) this document, I/We irrevocably and unconditionally, in both personal and representative capacity, release and hold harmless the School from any such damage, injury, loss, or liability, whether arising from negligence or otherwise.

17. FINAL AGREEMENT

17.1 I/We confirm that I/We have read, understood, and agree to abide by every clause set out in this Contract, together with all Policies referenced herein.

17.2 I/We acknowledge that this Contract supersedes all prior understandings, discussions, or agreements—whether written or verbal—relating to the subject matter, and constitutes the entire agreement between the Parties.

17.3 I/We accept that my/our electronic signature (including a typed name or checked “I agree” box) constitutes full and binding acceptance of this Contract, and that I/We have had the opportunity to obtain independent legal advice before signing.

17.4 Continued attendance by the Student(s) at Ambition International School shall constitute ongoing acceptance of, and agreement to, the latest version of these Terms & Conditions.

17.5 Any amendment or variation to this Contract—other than those issued by the School under Clause 14—must be recorded in writing and signed by both Parties to be valid and enforceable.
