

UNDERTAKING TO PAY TUTOR CENTRE FEES

1. We/I, the undersigned, hereby undertake to pay to “Cultivating Excellence” (hereinafter called “the tutor centre”), the amount to be raised in advance each month, in respect of tutor centre fees for:
----- (hereinafter called “the learner”).

The Tutor Centre is an Independent (private) tutor centre. The Tutor Centre therefore receives no financial assistance from the state and as such the fees are compulsory and parents are not entitled to apply for any form of fee exemption.

2. We/I hereby undertake to pay the full annual tutor centre fees in advance on the first day of the tutor centre term of each year that our/my child is enrolled at the tutor centre. We/I understand that we/I may pay the fees monthly in 11 (eleven) equal installments by the 1st of each month. Should any one installment not be paid on due date, the full amount will become due, owing and payable. We/I understand that non-payment of fees automatically gives the Tutor Centre the right to terminate the Learner’s enrolment at the tutor centre. We/I further acknowledge that while fees remain unpaid, the Learner’s enrolment status is a temporary nature, on a week-to-week basis; and that during this time the Tutor Centre is entitled to terminate enrolment at any time on written notification to withdraw the Learner.

3. The “tutor centre fees” shall include all costs, charges and other liabilities that may be incurred by the learner with the tutor centre for whatever reason, including but not limited to the cost of photocopy levies etc. Please note that extra-mural activities will be charged separately.

4. Should we/I fail to fulfill any of our obligations in terms of this agreement, we/I acknowledge that the Tutor Centre shall be entitled to charge interest at R150 late fees per month from the date on which any such amounts fell due to the date of payment of the amount outstanding in full.

5. We/I hereby acknowledge and agree that a certificate signed by the Principal of the tutor centre, giving the total amount owing by us in terms of this undertaking, shall be prima facie evidence to enable the Tutor Centre to obtain default or summary judgment in respect of this undertaking, for the full amount mentioned in the certificate.

6. Before removing the learner from the Tutor Centre, for any reason whatsoever, we/I agree to give one full term’s notice in writing to the Principal, or to pay one term’s fees in lieu of such notice.

7. The fact that the learner cannot attend Tutor Centre, for any reasons whatsoever does not relieve us/me of our liability for payment of fees.

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8. This undertaking will be a continuing guarantee from year to year and no alteration or amendment to our/my undertaking shall be of any force or effect unless reduced to writing and signed by the Tutor Centre and ourselves. In the event of this undertaking being signed by both parents/guardians, we/I further acknowledge that we are jointly and severally liable for fees and cost as described herein, and that we will remain liable for these irrespective of any eventuality whatsoever, including marital separation and/or divorce.

9. No indulgence, waiver or failure or the Tutor Centre to enforce any of the terms of this undertaking shall affect its rights or prevent it from enforcing them hereafter.

10. Any written notice sent either of our/my stated addresses below by prepaid post, or handed to the learner for onward delivery to us, shall be deemed to have been received by us/me on the second business day after posting or on the day of handling to the learner, as the case may be.

11. By our/my signature/s hereto we/I formally consent to the jurisdiction of the Magistrates Court in the event of any dispute arising from, or in relation to, any claim against us in terms of this undertaking. We/I further undertake to pay all Attorney/Client costs incurred by the Tutor Centre in enforcing the terms of the Agreement.

12. The Tutor Centre reserves the right to amend or vary these terms and conditions from time to time on notice to pay.

Name: _____ (Father/Mother/Guardian/Sponsor)

ID Number: _____

Physical Address: _____

Signature: _____

And

Name: _____ (Father/Mother/Guardian/Sponsor)

ID Number: _____

Physical Address: _____

Postal Address for Account: _____

Pupil's Name: _____ Grade, and Date of Entry: Grade _____

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CREDIT CHECK CONSENT CLAUSE:

The debtor consents to and authorises Cultivating Excellence Tutoring Centre to contact, request and obtain information from a registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the debtor.

I note the above statement and believe the information provided to be correct as of this date. I will inform the office of any changes that may occur whilst my child attends Cultivating Excellence Tutoring Centre.

Full names of person/s responsible for the account: _____

Signature: _____

Date: _____

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