

# TERMS AND CONDITIONS AGREEMENT



### **ENROLMENT & ACCEPTANCE**

Enrolment is subject to:

- Academic performance (based on the previous year school report)
- Behaviour and emotional readiness
- Ability to operate in a hybrid learning environment

All learners must complete a learner readiness evaluation.

An admin fee of R150 is due upon submission of enrolment form.

A non-refundable registration fee of R1950 is required for all new enrolments.

(registration with Whizzkidz High and our digital partner Habtech as well as Registration as a distant learner with the Department of education).

Once paid, this amount is deducted from the total R6500 onboarding fee. This means only the balance of R4550 remains payable (includes course content, live-streamed expert led lessons, assessments, reports, hard copy novels and interactive learning portals).

Whizzkidz High reserves the right to accept or decline applications based on availability, criteria, or past record.

### FEES AND PAYMENT POLICY

School Fees (Grade 8-9):

- R3750 per month over 12 months (Jan-Dec)
- Payable in advance before the 7th of each month

Failure to Pay:

- R250 penalty for late payment
- -late payment may lead to restricted access to the learning portal.
- If fees remain unpaid for 30+ days, the learner may be suspended and access to platforms revoked.
- Non-payment will result in hand-over to debt collection and legal recovery, including listing with credit bureaus.
- Legal fees and 10% collection commission (via IDA Attorneys) will be added to the outstanding amount.

**Annual Payment Discount:** 

- Pay in full by 31ST January 2026 to qualify for a 5% discount.

Sibling Discount:

- R50 off per sibling per month.

Fee Commitment:

- School fees are due regardless of attendance.

Payment Options:

- EFT
- Debit Order
- Card or cash at the office (receipt required)

### **DISPUTES AND REFUND POLICY**



All fees, once paid, are non-refundable except in the event of school-initiated cancellation. In the event of voluntary withdrawal by the Parent/Guardian, no refund of fees already paid shall be made.

Any disputes relating to inter alia fees, invoices, or financial liability must be submitted in writing to Whizzkidz High within 14 days of occurrence.

Any dispute arising from this agreement shall first be referred to mediation through a mutually agreed mediator before litigation is instituted

In the event that the dispute remains unresolved despite reasonable efforts at negotiation or mediation, the institution of legal proceedings shall be considered a measure of last resort. All legal costs incurred in such proceedings shall be borne by the Parent/Guardian, unless a court determines otherwise

### **HYBRID ACADEMIC STRUCTURE**

Whizzkidz High operates on a Hybrid Model:

- Live instruction via Habtech (CAPS-aligned)
- In-class Whizzkidz facilitators for support
- Real-time digital delivery projected via Smart Boards

#### Assessments:

- All assessments are designed and prescribed by Habtech
- Some assessments are written; others conducted online
- NSC Grade 10-12 exam registration via SACAI (fee payable separately)

Learners must maintain consistent participation and academic progress to advance to the next grade.

### **SCHOOL TIMES & CALENDAR**

Monday-Thursday: 08:00 - 14:00

Friday: 08:00 - 12:00

Whizzkidz High adheres to the DBE's 4-term calendar.

### ACCEPTABLE USE OF TECHNOLOGY

- -Learners are required to adhere to the Laptop Use Agreement provided at enrolment, including responsible use of the internet, devices, learning portals, and school networks.
- -Cyberbullying, academic dishonesty, and unauthorised software downloads are serious offences and may lead to disciplinary action or suspension.
- -The school reserves the right to monitor digital usage on school platforms to maintain academic integrity and learner safety.



### **DEVICE USAGE & TECHNOLOGY**

All learners and parents must abide by the Laptop Use Agreement:

Learner Agreement Highlights:

- Bring laptop or tablet daily, fully charged
- Use device only for academic purposes
- Handle with care and report any damages
- Misuse will result in immediate disciplinary action

#### Parent Acknowledgment:

- Whizzkidz High is not liable for lost, stolen, or damaged devices
- Parents are fully responsible for ensuring:
- Device functionality with appropriate software e.g. Microsoft office with an anti-virus software.
  - Internet readiness
  - Repair, replacement, and software updates
- Financial responsibility extends to damage caused by your child to others' property Whizzkidz High academic content is not to be shared to external entities.

Whizzkidz High will not take any responsibility for software viruses that may occur on the students devises.

Use of technology is not optional. Learners without a working device cannot/may not participate in the curriculum.

The Parent/Guardian agrees to ensure that the student's device is adequately insured against loss, theft, and damage. In the event of any breakage or malfunction, the Parent/Guardian is responsible for promptly replacing the device to ensure the continuity of the student's educational experience. Failure to comply with this provision may result in limitations on the student's access to necessary educational resources.

# DATA PROTECTION & PRIVACY (POPIA COMPLIANCE)

The Parent/Guardian consents to receiving communication via electronic means including WhatsApp, SMS, email or telephone for school-related matters.

By signing this agreement, the Parent/Guardian consents to the collection, processing, storage, and sharing of personal and educational information of both the learner and Parent/Guardian by Whizzkidz High and its digital partner Habtech, in accordance with the Protection of Personal Information Act, 4 of 2013 (POPIA). This includes but is not limited to learner performance, contact details, and device information.

All reasonable safeguards will be implemented to secure the confidentiality and integrity of this data. Information will not be shared with third parties unrelated to the learner's education without prior consent, unless required by law



## BEHAVIOUR, DISCIPLINE & SCHOOL ETHOS

Learners must comply with Whizzkidz High Code of Conduct. This includes inter alia:

- Respect for peers and teachers
- No bullying, verbal/physical aggression, or disruptive behavior
- Responsible digital etiquette online and offline

#### Parents must:

- Model respectful engagement with school staff
- Address concerns through the appropriate channels

In the event of serious misconduct, a formal disciplinary hearing will be conducted, and the Parent/Guardian will be entitled to make representations.

The decision of Whizzkidz High management shall be final, subject to a right of internal appeal to the Principal.

### PARENTAL RESPONSIBILITIES

The Parent/Guardian acknowledges and agrees that the timely payment of all school-related fees is their responsibility.

Stay informed via WhatsApp and school emails

Attend progress meetings

Provide textbooks, stationery, and uniforms

Monitor homework, online work, and behaviour

Submit updated contact details if changed

### REMOVAL, WITHDRAWAL & TRANSFER

A term's written notice is required to withdraw a learner, failure to do so will result in the Parent/Guardian being liable for the full term.

Transfer documents and reports will be withheld until all outstanding fees have been fully settled.

# EXTRAMURALS & ADDITIONAL CHARGES

Optional activities: Padel, Culinary Club, Excursions (charged separately)

Uniform: Summer – Golfer | Winter – Jacket (prices TBC)

All extramural withdrawals require 1 month's written notice

Fundraising proceeds go to school enrichment only



### **HEALTH & SAFETY**

Learners with contagious illnesses must stay home
Medication will only be administered with written parental consent
Parents must disclose any food allergies and medical history prior to enrolment.
The school is not liable for injury or property damage during school or transport activities

### **EMERGENCY MEDICAL CONSENT**

The Parent/Guardian hereby authorises Whizzkidz High to seek and consent to emergency medical care for the learner should the Parent/Guardian be unreachable in a life-threatening situation.

The Parent/Guardian agrees to indemnify Whizzkidz against any liability arising from such decisions, provided they are made in good faith and in the best interests of the learner.

### **GENERAL CONDITIONS**

The Principal may take decisions in good faith in the learner's best interest
Belongings must be clearly labeled; the school is not liable for lost/stolen items
Any form of vandalism by learners will be charged to the parent
No food sales will be restricted unless specified
Grievances must follow the chain: Teacher → HOD → Management → Principal

### **ACCEPTANCE**

By signing this agreement, I/We confirm:

- I/We have read and understood all terms and conditions
- I/We accept and will uphold all obligations regarding fees, conduct, and academic commitments
- I/We indemnify Whizzkidz High and its staff for any indirect, consequential, or special damages against loss, damage, injury, or claims that may arise



### **LEGAL & FINAL CLAUSES**

This document constitutes the full agreement. No verbal agreements are binding. Any legal dispute will be subject to the Benoni jurisdiction (Magistrate's Court). Whizkidz High reserves the right to refer any legal dispute to any other appropriate court of competent jurisdiction and/or legal body and/or forum.

All variations must be in writing, signed by both parties

Both parties choose the address on the first page of the enrolment form as their domicilium citandi et executandi for legal notices.

Should any clause in this agreement be found to be unlawful, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

Whizzkidz High will not be held liable for failure to perform any obligations under this agreement due to circumstances beyond its control, including but not limited to acts of God, natural disasters, pandemic lockdowns, utility failures, riots, strikes, or government regulations.

In such events, education delivery will be adapted as reasonably possible, and fees shall remain payable unless explicitly waived by Whizzkidz High

Whizzkidz High reserves the right to update its policies, Code of Conduct, or school rules. Reasonable notice of 14 days will be given to parents/guardians prior to any material changes occur.

In the unlikely event of closure, deregistration, or withdrawal of accreditation, Whizzkidz High will make reasonable efforts to assist with learner placement, but shall not be liable for any consequential losses.

Parent/Guardian Name:
Parent/Guardian Signature:
Witness Name:
Witness Signature:
Date:
Signature:
Principal:
Signature:
Date: