

AGREEMENT AND INDEMNITY

Name Father/Guardian _____

Name Mother/Guardian _____

1. I/We the undersigned, fully accept that Torah Academy (The School) is a Lubavitch School for all Jewish Children, with the ethos and commitment towards and the respect for Torah and Halacha, its traditions, customs and institutions. I/We hereby undertake that my/our child will conform to this policy. I/We agree that my/our child will fully adhere to the standards of conduct and behaviour stipulated by the School from time to time.
2. I/We agree to the conditions prevailing at Torah Academy. I/We understand that school fees and/or special levies become payable on the first day of each month. I/We agree to pay the fees charged by the School from time to time and furthermore agree that I/we shall be liable to pay any increases in such fees or special levies imposed by the School from time to time.
3. I/We shall be personally liable and accept joint and several liability to the School which my/our child will attend for the due and punctual payment of all fees, subscriptions, levies or other amounts which may become payable to the School in respect of my/our child's attendance at the School or in respect of his/her participation or attendance in any extracurricular activity.
 - 3.1 The School shall not be bound by or be obliged to follow the provisions or terms of any interim or final agreement or court order relating to the responsibility or obligations of one or both parents to pay school fees or the extent of such responsibility or obligations. My/our liability to the school in respect of the payment of school fees shall at all times be of a joint and several nature.
4. If the pupil has been enrolled for Grade 12, this contract will terminate at the end of the stated academic year provided that the total tuition fees and deferrals have been paid in full.
6. If the student has been enrolled for any class other than Grade 12, this contract will continue from year to year subject to the following conditions:
 - 6.1 I/We understand that the total tuition fee may increase from year to year and that the School undertakes to inform me/us of the new tuition fee for the succeeding academic year.
 - 6.2 If this contract is cancelled, I/we will be liable for tuition fees, plus notice fee equivalent to three month's tuition fees. Notice must be given in writing to the School.
 - 6.3 Notwithstanding anything to the contrary contained herein, if any payment due by me/us hereunder, remains unpaid for a period of 45 (Forty-Five) days after the due date thereof, the School shall have the right to suspend the student from attending classes, without prejudice to its other right under this contract.
 - 6.4 The School is entitled to cancel this contract by giving me/us three months notice in writing to that effect.
 - 6.5 The School shall be entitled to recover from me/us all legal costs incurred by the School in order to enforce its rights under this contract, including, but not by way of limitation, attorney and own client fees and collection charges and all tracing charges.
 - 6.6 I understand that the school may summarily cancel this contract due to my/our omission to satisfactorily in the schools discretion resolve financial issues.
7. For the purpose of all proceedings hereunder, the School and I/we consent to the jurisdiction of the Magistrate's Court having jurisdiction under Section 28 of the Magistrate's Court Act of 1944, as amended, notwithstanding that such proceedings are beyond such jurisdiction. This clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said Court pursuant to Section 45 of the said Act.

7.1 I consent that all disputes between the parties will be heard at the Johannesburg Beth Din whose arbitration and decision is binding.

8. Should a pupil be expelled from the school, I/we accept that I/we will remain responsible for all fees and disbursements for the relevant term.

9. Rules: All pupils are subject to the system of discipline and the rules of the school.

10. "In Loco Parentis": At all times during school terms I/we authorize the Principal to act "in loco parentis" including granting consent for medical treatment, operations and anaesthetics. The exact interpretation of this phrase in any emergency must be at the discretion of the Principal (or his/her appointed deputy), who will consult the parents, where, in his/her opinion, this is possible.

11. I/We hereby agree that while the said pupil is at school or is conveyed or transported at any time for any purpose whatsoever, then it shall be at my/our and the pupil's own risk. While all reasonable care shall be taken to ensure the safety of the pupil, the school and parents who are acting for the school, or individual employees of the school, shall not be liable in law to the said pupil for any damages arising out of bodily injury to the pupil. Likewise, should I/we become liable to pay medical or other expenses to any third party as a result of bodily injuries suffered by the said pupils, I/we understand that I/we will have no claim against the School or any individual staff member or employee of the school for recovery of such expenses. This indemnity will also apply to the pupil's involvement in any extra-mural activities.

12. Insurance: It is the responsibility of the parents/guardian to ensure that the pupil is adequately insured against personal injury or related risks. It is further the responsibility of the parent/guardian to ensure that all personal belongings of the said pupil are adequately insured against loss, and the school cannot be held responsible for loss or damage to the personal property of the pupil.

13. No amendment or agreed cancellation of this contract shall be of any force or effect unless recorded in writing and signed by the School and me/us.

14. The School is not bound by any warranty, representation, promise, term or condition not stipulated herein express or implied.

15. No indulgence or latitude by or failure of the School to enforce any of the terms of this contract shall constitute a waiver of any its rights, which shall not thereby be precluded from exercising any rights against myself/ourselves which may have arisen in the past or which may arise in the future.

16. All notices communicated to my/our email address as aforesaid or handed to the student, shall be deemed to have been received by me/us on the day such notices are communicated or handed to the student, as the case may be.

17. I/We choose as domicilium citandi et exectandi the E-mail address hereunder.

Dated this _____ day of _____ 20_____	Dated this _____ day of _____ 20_____
At _____	At _____
SIGNED: _____ (FATHER/GUARDIAN)	SIGNED: _____ (MOTHER/GUARDIAN)
PRINT NAME: _____	PRINT NAME: _____
E-mail Address: (Domicilium Citandi et Executandi) _____	E-Mail Address: (Domicilium Citandi et Executandi) _____
I.D. NUMBER:	I.D. NUMBER:

TO BE SIGNED BY BOTH PARENTS