



## **TUTOR CENTER ADDENDUM TO THE 2021 APPLICATION FORM**

The Application, its attachments and this addendum establish your legal rights and responsibilities and those of NMA Schools regarding your child's participation and enrolment with NMA Schools.

**APPLICATION FORMS WILL BE REQUIRED ON A YEARLY BASIS**

Name and Surname of child: \_\_\_\_\_

### **SECTION A - LEARNERS EDUCATIONAL DETAILS**

Has your child any previous history of learning difficulty? YES/NO (Please Tick)

If "YES" please indicate the areas of difficulty applicable (Please Tick):

Occupational Therapy

Speech Therapy

Play Therapy

Remedial Learning Centre Placement

Individual Education Plan

Physiotherapy

Remedial Therapy

AIT

OTHER (Please stipulate)

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**\*Proof and assessment document must be included**

**SECTION B- ACCOUNT HOLDER INFORMATION (person responsible for the account)**

1. Surname: \_\_\_\_\_

2. First Names: \_\_\_\_\_

3. Identity Number: \_\_\_\_\_

4. Residential Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Postal Address: \_\_\_\_\_

\_\_\_\_\_

6. Name of Employer: \_\_\_\_\_

7. Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

8. Occupation: \_\_\_\_\_

9. Telephone Home: \_\_\_\_\_

10. Telephone Work: \_\_\_\_\_

11. Mobile number: \_\_\_\_\_

13. Email Address: \_\_\_\_\_

- Statements will be emailed to both parents

**Account holder declaration:**

I, the undersigned \_\_\_\_\_ herewith declare that: -

1. The information provided by me as true, correct and trustworthy.

2. I accept responsibility and accountability to NMA Schools for the prompt payment of all monthly fees and application fees.
3. I understand that any legal costs will be for my account should I fail to keep up with any and all payment due.
4. I am familiar and aware of the NMA Schools monthly fees structure and application fees I have no objection or issue with the amounts due.

\_\_\_\_\_  
**Name of Account Holder**                      **Signature of Account Holder**                      **Date:**

**SECTION C - INDEMNITY AND UNDERTAKING**

1. I, \_\_\_\_\_ **[full name and surname]**  
parent/ guardian of \_\_\_\_\_  
**[full name, surname and I.D. No. of learner]** hereby:

- 1.1. certify that the particulars furnished above are true and correct;
- 1.2. understand that this Application does not guarantee my child a place at NMA Schools, unless a confirmation email has been received.
- 1.3. undertake that should our child be accepted, then we will abide by all the terms and Conditions contained in this Application of Acceptance below (which forms part of this Application), and the Rules, Regulations and Policies of NMA Schools, all of which we have read and understood, and warrant that our child will comply with the Rules , Regulations and Policies of the NMA Schools at all times.
- 1.4. undertake that our child will take care of all learning materials occasionally given on loan to our child and that we will reimburse NMA Schools the cost of

all learning material damaged by our child, or not returned at year end, immediately upon demand.

- 1.5. understand that should our child breach any of the Rules and Regulations of NMA Schools , then we hereby irrevocably authorize NMA Schools to immediately cease all learning /tutoring activities /de-register and or remove him or her, without reference or notice to us, and in which event we will have no claim whatsoever against NMA Schools;
- 1.6. acknowledge that we are responsible for the due and punctual payment of the fees, on a monthly basis, and that, by our signature hereto, we irrevocably agree to comply with NMA Schools FEE STRUCTURE and agree that should we fail to pay the fees on due date , then NMA Schools shall be entitled to cease all learning/tutoring activities and de-register/remove our child from the learning program and in which event we will have no claim against the Learning Center whatsoever;
- 1.7. absolve and hold harmless NMA Schools , the Owner , staff, employees and agents from any or all claims whatsoever that may arise in connection with any loss of or damage to property , or injury to the person of our child howsoever caused. We are responsible for the payment of all medical costs, where applicable, should any injury be sustained which cannot be ascribed to the negligence of NMA Schools.
- 1.8. give permission for my child to participate in all extra-curricular activities of the Learning Center unless otherwise specified by the parent in writing and agreed upon by NMA Schools and the parent.
- 1.9. give permission for my child to go on education tours and excursions as arranged by the Learning Center unless otherwise specified by the parent in writing and agreed upon by NMA Schools and the parent.
- 1.10. fully understand, and hereby agree to and accept, that all activities conducted at the Learning Center and all tours and excursions shall be undertaken at my child's own risk and I undertake, on behalf of myself, my executors and my child aforesaid to indemnify, hold harmless and absolve the Learning Center, the Owner, Principal (ECD), Head Tutor, Tutors, Educators, teachers and staff

against any claims whatsoever that may arise in connection with any loss or damage to the property or injury of my child aforesaid in the course of attending the Learning Center and/or in the course of any activity, tour or excursion.

1.11. hereby allow the Principal (EDC), Head Tutor, Tutors, Educators, Early Childhood Development Educators of the Learning Centre or any of its representatives to obtain urgent medical treatment for my child should this be deemed necessary. The Learning Center shall, however, contact us to advise us on the nature of treatment required.

1.12. confirm that my child is physically capable of participating in extra-curricular activities and he/she is in good health.

\_\_\_\_\_  
**Signature of Father/Guardian**      **Signature of Mother/Guardian**      **Date**

## **SECTION D- LEGAL**

### **Financial**

1. Tutor fees are payable strictly as per the NMA Schools fee structure included in this application form;
2. Tutor fees are to be paid in monthly in advanced unless agreed to in writing with NMA Schools.
3. Payments are to be made into the bank account provided, on or before the 1st of the month.
4. The Registration fee is non-refundable.
5. Accounts in arrears for more than 30 days will be considered overdue.

6. Should an account be overdue, no tutoring will be provided to the student until an arrangement has been made in writing and approved by NMASchools management.
7. I agree to pay NMASchools the fees as stipulated, monthly in advance, by the 1st of each month.
8. Fees must have been paid in full by the end of November of each year.
9. Non-payment of fees will result in your account being handed over for legal action, including recovery of legal cost on an attorney and client scale.
10. I (parent) understand that I may be listed as a default payer with a credit bureau should I be in default with the payment of my child/ children's Learning Center fees.
11. Should I (parent) wish to remove my child/children from the Learning Center at any time, I agree to provide the Learning Center with 3 months' written notice.
12. NMASchools is a non-cash operating Learning Center. All parents are requested to arrange a debit order to ensure fees are paid timeously.
13. All parents applying to NMASchools will allow the Learning Centre to perform a credit check and will be responsible for the payment of the registration fee as well as a credit check fee upon the handing in of an application form. **Breach of Contract**
14. In case the terms and conditions of this contract are breached the parent will be sent a written notice confirming the breach and afforded 30 (thirty) days to remedy the breach.
15. Should the breach not be remedied in the time provided NMASchools may in its own discretion:

- 15.1. Deny provision of further tutoring services to the student until violation has been settled.
  - 15.2. Cancel this contract;
  - 15.3. Claim damage compensation in case of loss
  - 15.4. Take any other legal steps as allowed by the law.
16. In case the account holder does not pay the fees, and legal steps are taken, the account holder will be held responsible for any legal costs, lawyers-fees, and any further fees involved.

**Parent's legal aspects and rules for home Learning Centering (tutor centre - grade 1 upwards)**

17. The registration of learners for home education in terms of Section 51 of the South African Learning Center's Act no 84 of 1996 **remains exclusively the responsibility of the parent.**
18. The South Africa Learning Center's Act no 84 of 1996 (The Act) allows parents to elect to educate their own children as an alternative to the children receiving education from a public or independent Learning Center. In terms of the Act, home education is a form of education rendered by a parent to their own child, at the residential home of that child.
19. Parents may use tutors and extra classes to assist in the education of their children, however the parents remain exclusively responsible for their children's education. This responsibility is not transferable to a tutor or learning centre.
20. **A Tutor or learning centre is an academic learning centre that is not registered as a Learning Center and provides additional education services as an independent business.**

21. The educational services rendered by a tutor centre are legitimate and lawful.
22. Every child is legally required to receive some form of official education. This is required from the first Learning Center day of the year when a learner turns seven until the last Learning Center day of the year the learner reaches the age of fifteen or the ninth grade, whichever occurs first.
23. A tutor centre's services are rendered on a contractual basis between the parent and the tutor centre.
24. **A tutor centre is not a Learning Center and the tutors are not called teachers.**
25. A tutor may, at a parent's request, support in the administration of assessment and provide services to parents, such as invigilation and marking. Such tutors must be qualified and competent to do so.
26. Children are not required compulsory attendance.
27. A Tutor Centre is not required to group learners into classes based on grade or academic achievement.

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**Signature of Father**

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**Signature of Mother**

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**Date**

#### **SECTION E - CONDITIONS OF ACCEPTANCE**

1. The acceptance of any child as a learner at NMASchools is subject to the admission criteria as set down by NMASchools.
2. NMASchools determine the admission criteria, the Fees, and Rules and Regulation, and all matters relating to the general operation of NMASchools. All such



decisions are valid and binding upon the parents and the learner.

3. The parents, by their signature hereto, irrevocably bind themselves, and their child, to adhere to and comply with the Rules, Regulations, and Policies of NMA Schools, and all such rules, regulations and policies which NMA Schools shall, in their sole and absolute discretion, may determine from time to time.
4. The parents, by their signature hereto irrevocably acknowledge that they are aware that NMA Schools is a tutor/learning center and not a Learning Center and as such the primary responsibility of their children's education rests with them.
5. A non-refundable application/enrollment fee, in an amount as determined by NMA Schools from time to time, must accompany this application. The application fee is payable via EFT. Any application which is not accompanied by the applicable application fee will NOT be considered.
6. Parents are obliged to:
  - 6.1. immediately inform NMA Schools of any change in their residential, business address and telephone numbers;
  - 6.2. immediately inform NMA Schools of any case of infectious, communicable or contagious disease that occurs in the learner's household;

- 6.3. ensure that the learner complies with NMASchools Rules and Regulations and Policies;
- 6.4. ensure that fees are paid timeously;
- 6.5. guard against any fact which may bring the good name of NMASchools, or the learner, into disrepute;

Signature of Father	Signature of Mother	Date

**SECTION F- ACKNOWLEDGEMENT**

I/We, parent of \_\_\_\_\_ ID No. \_\_\_\_\_  
herewith declare

1. that we have received and reviewed this application form and agree to the terms and conditions and fee structure should my child's place be confirmed;
2. that the information provided in this document is true, correct and trustworthy;
3. we acknowledge that all terms and conditions contained in this document form part of the Application form and the contract between our self and NMASchools.

<b><i>Signature of mum / guardian</i></b>	<b><i>I.D. No.</i></b>	<b><i>Date</i></b>

<b><i>Signature of dad / guardian</i></b>	<b><i>I.D. No.</i></b>	<b><i>Date</i></b>