



### Terms & Conditions as set out by Sagan Academy (Pty) Ltd

Reg. No. 2015/442804/07  
(Hereinafter referred to as SA)

And herein represented by BRONWYN ANSELL

AND

\_\_\_\_\_  
(Hereinafter referred to as the CLIENT)

And herein represented by

\_\_\_\_\_

ID: \_\_\_\_\_

Professional teaching services as the subject of the Contract between Sagan Academy and the Client. Both signatories to this agreement, on signature hereof, warrant that they are duly authorised hereto.

1. Any quotation by Sagan Academy shall be valid for acceptance for 30 days and if not accepted within this period, shall be deemed to be withdrawn.
2. No variation in these Terms & Conditions shall be valid unless made in writing under the hand of a Director of Sagan Academy.
3. Sagan Academy will not commence with professional services without a signed contract.
4. This Contract may be suspended in the event of payment defaults in arrears of 21 days. The client will be liable for all arrears payments before the suspension is lifted.
5. The client agrees to give written notice three (3) full months and/or one full school term's notice to Sagan Academy. Only an alternate agreement in writing on email and a hard copy may waive this clause. No other agreement, whether verbal or by any other electronic means other than an e-mail with an accompanying hard copy notification to [info@saganacademy.org](mailto:info@saganacademy.org) will be accepted as having been given by Sagan Academy, and the term's notice will be enforced to the fullest.
6. Should commencement of contract be delayed due to factors beyond the control of Sagan Academy, the Client will be liable for fees as set out in this agreement. This will be invoiced and payable by the Client on the final invoice.
7. Whilst every care is taken to keep a high standard of professional teaching services Sagan Academy accepts no liability or loss of any kind on behalf of the Client.

INITIALS: \_\_\_\_\_





Cambridge Assessment  
International Education

Cambridge International School

## SAGAN ACADEMY

INTERNATIONAL BOUTIQUE SCHOOL

Registered Private School (EMIS no. 700401003)  
Company Registration no: 2015/442804/07



+27 83 383 7649



info@saganacademy.org



29 Church Street, Olivedale



www.sagancentre.org



Partner  
School

### Payment:

8. A non-refundable deposit and the first month's fees are payable in advance before a learner commences with schooling.
9. Payments are due and payable on presentation of invoice and strictly payable by EFT or bank deposit within 7 days of application unless a 30 day/payment plan has been approved in writing by the director.
10. No pupil will be able to sign up/write internal examinations unless monthly fees are up to date. No report will be issued to outstanding fees accounts.
11. No pupil will commence with the following term unless the previous terms fees are paid up.
12. Invoices are payable in full without set-off retention or counterclaim.
13. Payments will be made in the form of Electronic Transfer and NO cheques will be accepted.
14. In the event of default of payment, the account will be handed over for collection purposes.
15. Sagan Academy reserves the right to charge interest of 24% p.a. to all overdue accounts.
16. The Client will also be liable for costs and disbursements of the recovery agent and legal fees as specified in the relevant legislation.
17. Mora interest at a rate of 9% per annum will be charged on the outstanding capital amount from the day of default until this is settled, only if Sagan Academy has not charged interest.
18. The client agrees to share information regarding his/her account with the Credit Bureau.

INITIALS: \_\_\_\_\_





### CONSENT TO PROCESS PERSONAL INFORMATION

in respect of enrollment at Sagan Academy

#### A. USE OF PERSONAL INFORMATION

1. Sagan Academy is committed to protecting the parent/guardian (if the student is under 18) and student privacy and recognises that it needs to comply with statutory requirements in collecting, processing, and distributing personal information. The *Constitution of the Republic of South Africa* provides that everyone has the right to privacy and the *Protection of Personal Information Act 4 of 2013* ("POPI") includes the right to protection against unlawful collection, retention, dissemination and use of personal information. In terms of Section 18 of POPI, if personal information is collected, Sagan Academy, as the responsible party, must take reasonably practicable steps to ensure that the data subject is made aware of the information being collected.
2. To enroll students, it is necessary to collect parent/guardian and student details to register the student on Sagan Academy's system and to provide information to the Department of Education and The British Council. The personal information provided to Sagan Academy is necessary for purposes of contractual obligations.
3. In accordance with POPI, Sagan Academy can hereby collect, process, and distribute the following information of Parents/Guardians and Students:
  - a. **Type of Information:** Identity Documents, Academic Records, Contact Details, Residence, Psychometric Reports and Evaluations, Photographs for school events that can be utilised on social media, and other related information required to contractually conclude a student's enrolment and academic progression.
  - b. **Nature/Category of Information:** Personal information for enrollment and academic purposes.
  - c. **Purpose:** Required for the purposes of enrolling a student in order to ensure the academic progression of the student as required by the Department of Education, The British Council and/or Cambridge International and/or for the protection of legitimate interests of the parties and/or in terms of legislation.
  - d. **Source:** From the parent/guardian or student (data subject) directly.
  - e. **Voluntary/Mandatory:** The parent/guardian or student is required to provide the information voluntarily and understands that same is mandatory for purposes of enrolling at Sagan Academy.
  - f. **Contractual Requirement:** The information is required in terms of the parent/guardian or student agreement between the data subject and Sagan Academy.
  - g. **Consequences of failure to provide:** Failure to provide the information will result in a failure to enroll the student at Sagan Academy and failure to register the student with the Department of Education.
  - h. **Recipients of personal information:** Sagan Academy, The British Council and/or Cambridge International, and government structures.
  - i. **Access and right to amend:** The data subject has the right to access and amend his/her personal information at any reasonable time.
  - j. **Right to object:** The data subject is entitled to object to the use of information. However, such objection may lead to the termination of the contractual agreement between Sagan Academy and the data subject.
  - k. **Complaints:** All complaints regarding the use of personal information may be directed to the





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Cambridge International School

Information Regulator.



Partner School

### B. CONSENT

4. The parent/guardian (if the student is under 18) and/or student (as data subjects), by signing this document, hereby consents to the use of his/her personal information contained herein and on policy documents found on <https://www.sagancentre.org/policy-documents> and confirms that:
  - a. the information is supplied voluntarily, without undue influence from any party and not under any duress;
  - b. the information which is supplied herewith is mandatory for the purposes of this agreement and that without such information, Sagan Academy will not enter into an agreement with the data subject.
5. The data subject acknowledges that he/she is aware thereof that he/she has the following rights with regard to such personal information which is hereby collected. The right to:
  - a. access the information at any reasonable time for purposes of rectification thereof;
  - b. object to the processing of the information in which case the agreement will terminate in accordance with the provisions contained herein;
  - c. lodge a complaint to the Information Regulator.

### C. SIGNATORIES

Thus, signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in the presence of the undersigned witnesses:

WITNESSES:

1. \_\_\_\_\_

Print Name (FOR SAGAN)

2. \_\_\_\_\_

Signature

Thus, signed on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ in the presence of the undersigned witnesses:

WITNESSES:

1. \_\_\_\_\_

Print Name (STUDENT)

2. \_\_\_\_\_

Signature

Print Name

(duly assisted by parent/guardian if minor)

Signature

