MEMORANDUM OF AGREEMENT

2026

Entered into by and between the parties:

_____

(Hereinafter referred to as "the parent/guardian[1]" and acting in his/her personal capacity as the parent and/or guardian of:)

_____

(hereinafter referred to as "the boarder")

AND

TLHOKOMELO RESIDENCE (Pty) Ltd
1999/27954/07

(hereinafter referred to as "the hostel")

[1] Guardian means Court Appointed Legal Guardian

The contract may not be signed by a relative or friend
The contract may only be signed by a parent or Court Appointed Legal Guardian

WHEREAS, the parent/guardian desires to enrol his/her child/ward as a boarder in the hostel;

NOW WHEREFORE THE PARTIES AGREE AS FOLLOWS:

1 DURATION

1.1 The boarder will be admitted to the hostel for a period of 1 (one) year, commencing on 10 January 2026 and terminating on 4 December 2026.

1.2 This agreement will automatically terminate upon the expiry date set out in 1.1 above and there will be no expectation of any further renewal or conclusion of any further contracts for future academic years. It is also agreed that the hostel is not in any way obliged to enter into further contracts in respect of the accommodation of the boarder beyond the expiry of the current contract and is not obliged to afford the boarder or parent a hearing of any nature in this regard.

1.3 Without derogating from the generality thereof, factors which may lead to a further contract not being concluded, include but are not limited to, the poor behavioural and disciplinary record of the boarder, negative conduct of the parent/guardian as contemplated in clause 4 below, the late payment of fees and expenses as contemplated in the 2026 Procedures Brochure and 2026 Prospectus and any breaches of contract committed by the parent/guardian.

2 FEES

2.1 The parent/guardian by entering into this agreement acknowledges and agrees that the hostel is an independent company and as such is dependent on the boarding fees paid by parents to render the services contemplated in this agreement.

2.2 The parent/guardian undertakes to pay the hostel fees or any other expenses either as charged from time to time or as set out in the hostel's Prospectus at its premises or by bank transfer, upon signature of this agreement or as provided in clause 2.5 below.

2.3 In the event of the parent/guardian electing not to pay the hostel fees in full upon signature of this agreement, he/she undertakes to make payment of the hostel fees on the dates prescribed in the Prospectus for the relevant payment scheme.

2.4 All payments made by bank transfer will only be credited to the boarder's account upon receipt of a copy of the deposit slip with the name and number of the boarder clearly legible. The hostel accepts no liability for deposits which cannot be traced, and it will be the responsibility of the parent/guardian to trace such deposits. Where the deposit cannot be traced the parent/guardian remains fully liable for the payment and shall re-deposit the amount owing.

2.5 Whilst the fees and expenses as set out in the Prospectus are valid for the duration of this agreement, the hostel reserves its right to increase the fees and expenses payable in the event of there being an extraordinary increase in the running costs of the hostel. However, the hostel undertakes to communicate such intention to the parent/guardian prior to the implementation of such an increase.

2.6 The parent/guardian agrees that any failure on their part to pay the hostel fees either timeously or at all will constitute a material breach of this agreement.

2.7 The parent/guardian agrees that the hostel may suspend the boarder from the hostel until all outstanding fees and/or expenses have been settled in full. Any action as aforementioned will not constitute a waiver of the hostel's right to cancel this agreement.

2.8 Interest at the prevailing prime rate and collection costs will be charged on all arrear fees and expenses from the due date to the date of payment.

3 HOSTEL RULES AND REGULATIONS

The parent/guardian acknowledges that he/she has received, read and understands the 2026 Hostel Prospectus and 2026 Hostel Procedures Brochure.

The boarder and the parent/guardian will be bound by the rules, codes, policies, procedures and regulations as set out in the above-mentioned procedures brochure and prospectus, which documents are incorporated into this agreement and form an integral part hereof. Any serious alternatively persistent contravention of the hostel rules, codes, policies, procedures or regulations set out in the procedures and policies brochure and/or prospectus will constitute a material breach of this agreement.

In order to promote an academic and calm atmosphere the parent/guardian agrees that where required it, as well as the boarder, will adhere to the hostel rules and policies and furthermore agrees that if the boarder participates directly or indirectly in, inter alia, negative political agitation, instigating or participating in unrest or protest action, cyber threats or defamation, internally organised boycotts and stay-aways, violent or criminal behaviour, gambling, sexual misconduct, drug dealing or drug abuse or alcohol abuse, or accumulates eight formal detentions, or engages in any other behaviour in terms of the hostel's procedures and policies justifying expulsion, he/she may be suspended pending a disciplinary enquiry and expelled if found guilty at the disciplinary enquiry.

4 PARENT/ GUARDIAN BEHAVIOUR

The parent/guardian agrees during the continuation of this contract to at all material times commit to and comply with the terms of this agreement and to fully co-operate with the hostel and refrain from any behaviour which may negatively impact on the contractual relationship. Any breach of this obligation will entitle the hostel to cancel this contract as set out in clause 9 below. Examples of such behaviour include but are not limited to argumentative, rude, abusive, offensive or defamatory communication with the hostel, its employees, or directors or refusing to co-operate with the hostel or making threats or attacking the dignity of the hostel, its employees, boarders or directors and/or refusing to comply with or give effect to any decision of the Principal or Director.

5 CANCELLED MEETINGS AND MEETINGS AFTER HOURS

5.1 In the event of a parent or guardian not being able to attend a scheduled meeting with hostel staff, Directors or Principal, the hostel will be entitled to recover any reasonable costs incurred as a result of the postponement of such meeting from the parent or guardian.

5.2 In the event of any meeting with the boarders, parents or legal guardian being scheduled at the request of such parent or guardian after normal hostel hours, the hostel will be entitled to charge a fee of R300.00 (three hundred rand) per hour, or pro rata for a part thereof, which will be debited to the boarder's hostel fee account.

6 DAMAGE TO PROPERTY

The parent/guardian agrees, that in the event of the boarder damaging any of the hostel's property or the premises which the hostel occupies, to pay to the hostel the costs of repair/replacement of the damaged article/s and/or property.

7 PERSONAL INFORMATION

7.1 For the purpose of this agreement "POPIA" means the Protection of Personal Information Act 4 of 2013. "Personal Information" means Information relating to any person, including but not limited to:

7.1.1 Information relating to race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and faith of a person.
7.1.2 Information relating to the education or the medical, financial, criminal or employment history of a person.
7.1.3 Information relating to the financial affairs of a person.
7.1.4 Credit card details and transactional data.
7.1.5 Any identifying number, symbol, email address, physical address, telephone number or other particular assignment to a person.
7.1.6 Correspondence sent by a person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
7.1.7 The views or opinions of another individual about a person.
7.1.8 The name of a person if it appears with other personal information relating to such person or if the disclosure of the name itself would reveal information about the person.
7.1.9 Any other information which may be treated or defined as personal information in terms of any applicable laws, including any applicable data protection legislation.

7.2 The parent/guardian hereby acknowledges and agrees that it is necessary for the hostel to collect, keep and disclose certain personal information relating to the parent/guardian as well as the boarder concerned, and consents to the hostel processing such personal information of and concerning the parent/guardian or boarder.

7.3 The hostel will only use and disclose personal information relating to the parent/guardian or boarder for the following purposes:

7.3.1 In order to contact the parents/guardian for the purposes of communicating necessary information in relation to the hostel's obligations under this agreement.

7.3.2 In the case of an emergency involving the boarder.

7.3.3 For the purpose of keeping the parents/guardian informed of all events and developments at the hostel.

7.3.4 For the purposes of enforcing the hostel's code of conduct and its various procedures and policies.

7.3.5 To confirm, verify and update the details and contact details of the parent/guardian.

7.3.6 For the purpose of performing any background and credit checks on the parent/guardian/boarder as may be necessary from time to time.

7.3.7 For the purpose of serving any legal process or legal proceedings the hostel may be required to institute against the parent/guardian in terms of this agreement.

7.3.8 For the purpose of complying with any legal and regulatory obligations which may arise.

7.3.9 For the purpose of the hostel performing its duties and fulfilling its obligations under this agreement, and any legal enactments or statutes which are binding on it.

7.4 The processing and use of the parent/guardian or the boarder's personal information shall be effected in terms of POPIA, or the hostel's Protection of Personal Information Policy in place from time to time. The parent/guardian shall be obliged to familiarise himself/herself with the content of this policy and comply with the provisions of the policy as and when applicable.

7.5 The parent/guardian agrees that certain of his/her and the boarder's information kept in terms of the hostel's Protection of Personal Information Policy may be hosted on servers and platforms managed by a third-party service provider.

7.6 The parent/guardian agrees to the hostel sharing any of his/her personal information and that of the boarder, with the Gauteng Department of Education and any third-party service provider required to perform services to the boarder or the parent/guardian, where required by the hostel.

7.7 The hostel undertakes to safeguard the personal information of the parent/guardian or boarder when processing their personal information for the purposes set out in clauses 7.3.1 to 7.3.9 above.

7.8 By his/her/their signature of this agreement the parent/guardian warrants that he/she is a competent person as defined in Section 11(1)(a) of POPIA to consent to the processing of personal information on behalf of the boarder.

8 INDEMNIFICATION

The parent/guardian undertakes to complete the indemnity form attached hereto upon signature of this agreement, and this agreement will only come into effect once the indemnity form has been signed by the parent/guardian and returned to the Director, or such person nominated by the Director.

9 TERMINATION/CANCELLATION

9.1 In the event of the parent/guardian wishing to terminate this agreement and remove the boarder from the hostel, 3 months' written notice will be required and all hostel fees and expenses payable as of such date are to be settled immediately. If the hostel elects, for any reason not related to the expulsion of the boarder or non-payment of hostel fees, to cancel this contract, at least 30 days' written notice will be given after which the parent/guardian agrees to withdraw the boarder from the hostel. Notwithstanding anything to the contrary in this clause, the hostel will not be required to give notice of termination in instances of expulsion of the boarder from the hostel and this agreement will terminate upon the effective date of the expulsion. In the event of a cancellation of this agreement as a result of non-payment of hostel fees, the provisions of clause 2 will apply.

9.2 In the event of this agreement being cancelled for disciplinary reasons as contemplated in clauses 3 and 4 above, all outstanding hostel fees and expenses as of the date of expulsion will become immediately due and payable on demand.

9.3 In the event of the boarder being absent from hostel for 5 or more school days, without written permission from the Principal or Director, this will amount to a repudiation of this agreement. In such an event it is agreed that the hostel will suffer damages equivalent to three months' hostel fees which will be payable to the hostel on demand. In addition this agreement will also terminate.

10 BREACH

In the event of the parent/guardian and/or the boarder breaching any of the terms of this agreement the hostel, without prejudice to any of its rights in law, reserves the right to cancel this agreement and to claim damages from the parent/guardian.

11 JURISDICTION/ARBITRATION

11.1 A dispute between the parties relating to any matter arising out of this agreement or the interpretation thereof shall be referred to arbitration, by any of the parties, by way of notice of the other parties, in which notice particulars of the dispute are set out. Notwithstanding anything stated in this clause a dispute contemplated herein excludes a dispute pertaining to the payment of hostel fees or notice payments. The parties agree to submit themselves to the jurisdiction of the magistrate's Court in respect of such dispute irrespective of the quantum of such outstanding hostel fees. The costs will be shared equally by the parties, unless otherwise stipulated by the arbitrator.

11.2 Any arbitration proceedings in terms of this agreement shall be held Tshwane South Africa and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:

11.2.1 the usual formalities and procedure;

10.2.2 the strict rules of evidence;

10.2.3 and shall be carried as soon as is reasonably possible after an arbitrator has been appointed as set out below.

11.3 The arbitrator for such arbitration proceedings shall:

11.3.1 if the matter in issue is primarily an accounting matter, be an independent auditor with at least 10 (ten) years' experience, agreed upon by the parties and, failing agreement, nominated by the Chairman for the time being of the Institute of South African Chartered Accountants.

11.3.2 if the matter in issue is primarily a technical matter, be a suitably qualified person agreed upon by the parties. Or failing agreement, to be nominated by the Chairman for the time being of the Law Society for the Northern Provinces.

11.3.3 for any other matter, be a practising advocate or attorney, admitted as such in accordance with the legislation or law governing the agreement, with at least 10 (ten) years' experience, agreed upon by the parties. Or, failing agreement, nominated by the Chairman for the time being of the Law Society of the Northern Provinces.

11.3.4 in the event where the parties are unable to agree whether the nature of a dispute is primarily of an accounting nature, technical nature, or any other nature, then the nature of that dispute shall be decided by a practising attorney or advocate, admitted as such in accordance with the legislation or law governing the agreement, with at least 10 (ten) years' experience, agreed upon by the parties. Or, failing agreement, nominated by the Chairman for the time being of the Law Society of the Northern provinces.

11.4 The decision of the arbitrator shall be final and binding to the parties, who shall summarily carry out that decision. Either of the parties shall be entitled to have the decision made an order of any court with competent jurisdiction.

11.5 No clause in this agreement, which refers to arbitration, shall mean or be deemed to mean or interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

11.6 A party referring any dispute for arbitration under this clause 11 shall first exhaust all internal remedies and procedures available to him/her as set out in the hostel's procedures and policies.

11.7 This clause 11 shall survive the termination of this agreement for any cause whatsoever.

12 LEGAL COSTS

In the event of the hostel instituting action against the parent/guardian as a result of a breach of this agreement by the parent/guardian and/or the boarder, the parent/guardian will be held liable for such legal costs, including collection commission on an attorney and own scale.

13 DOMICILIUM (RESIDENTIAL AND POSTAL ADDRESSES)

13.1 The parties choose as their respective domicilium citandi et executandi for all purposes of this agreement with respect to all process notices or other documents or communication of whatsoever nature, the following address:

13.1.1 Parent/Guardian name: _____

ID No: _____

	Physical address:	Postal Address:
	_____	_____
	_____	_____
	E-mail: _____	

13.1.2 Hostel:	530 MORELETA STR. SILVERTON PRETORIA 0184	PRIVATE BAG X1840 SILVERTON PRETORIA 0127
	E-mail: admin@corncol.co.za	

13.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing. It shall be competent to give notice by e-mail.

13.3 Either party may by notice to the other party, change the physical address of its domicilium citandi et executandi to another physical address in South Africa, or its e-mail address provided that the change shall become effective on the 7th day from the deemed receipt of the notice by the other party.

13.4 Any notice to a party sent:

13.4.1 by pre-paid registered post in a correctly addressed envelope to the party at its domicilium citandi et executandi, shall be deemed to have been received on the 7th business day after posting, unless the contrary is proved;

13.4.2 by hand delivery to a responsible person during ordinary hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery; or

13.4.3 by e-mail to its chosen e-mail address stipulated as its domicilium citandi et executandi shall be deemed to have been received on the date of despatch, unless the contrary is proved.

13.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice of communication to it, notwithstanding that it was not sent or delivered at its chosen domicilium citandi et executandi, and will include correspondence handed to the boarder for delivery to the parent/guardian.

14 GENERAL

14.1 This agreement together with the documents and hostel policies and procedures and prospectus mentioned herein embodies the full and entire agreement between the parties. No variation, addition or deletion of this written agreement will be of any force or effect unless reduced to writing and signed by all parties hereto.

14.2 Any relaxation or extension of any time limits set by the hostel in this agreement for the performance of any act, or any indulgence given by the hostel to the parent/guardian or boarder shall not be construed as a waiver of any of the hostel's rights under this agreement.

THUS DONE AND SIGNED AT _____ ON

THIS _____ DAY OF _____20___

BEFORE THE UNDERSIGNED WITNESS:

PARENT/GUARDIAN	**WITNESS FOR PARENT/GUARDIAN**

By signing this agreement the parent/guardian accepts that payment of 3 months' notice is due if the learner is withdrawn or the contract is terminated in terms of clauses 9.1 or 9.3 above.

FOR OFFICE USE ONLY:

THUS DONE AND SIGNED AT _____ ON

THIS _____ DAY OF _____20___

BEFORE THE UNDERSIGNED WITNESS:

TLHOKOMELO RESIDENCE	**WITNESS FOR TLHOKOMELO RESIDENCE**

© 2002 – 2026, Tlhokomelo Residence (Pty) Ltd

INDEMNITY FORM

We, the undersigned,

_____ (the Father/Guardian[1])

and

_____ (the Mother/Guardian[1])

[1]Guardian means Court Appointed Legal Guardian

of

_____ (our child/ward)

Whereas the hostel and its staff will use their best endeavours to ensure the safety of the child and his/her property we the parents/guardians agree to indemnify them as set out hereunder:

1 In our personal capacities and in our representative capacities as parents/guardians of our child we hereby expressly indemnify and hold harmless:

1.1 Tlhokomelo Residence, its directors, staff, assistants or other employees in respect of any liability for any damages or injury or loss of whatever nature suffered by us or our child arising out of any cause whatsoever whilst our child is in the care of Tlhokomelo Residence, its staff, assistants or other employees either on or off the hostel premises or in a vehicle either owned, operated by or arranged by the hostel.

1.2 Tlhokomelo Residence, its directors, staff, assistants or other employees against whom any claim, including legal costs, in terms of clause 1.1 above, which may arise or be instituted for any reason whatsoever.

1.3 Tlhokomelo Residence, its directors, staff, assistants or other employees against any other claims, demands, legal costs and expenses arising out of the actions of our child whilst in the care of Tlhokomelo Residence, its staff, assistants or other employees either on or off the hostel premises.

2 We further consent to and agree that:

2.1 Any staff member or assistant of Tlhokomelo Residence may attend to medical care or treatment, of a child where the cause of such treatment is of a minor nature and the supervision of a medical doctor is not reasonably required.

2.2 We undertake to furnish Tlhokomelo Residence with our child's medical history and any other relevant medical information, which we deem to be within Tlhokomelo Residence's necessary knowledge both now, and if there is a change.

2.3 Where medical care and treatment caused by serious injury, illness or condition is required, we consent and give permission to the staff or assistants of Tlhokomelo Residence to sign any necessary written consent on behalf of us and/or our child for him/her to be subjected to such medical care or treatment, provided that this will be executed on the advice and under the supervision of a medical doctor. We indemnify and hold Tlhokomelo Residence and its staff and assistants harmless against any claims for injury or other consequences which may result from medical treatment as contemplated in this paragraph. We further irrevocably agree to pay any costs or medical fees in respect of the medication, attention or treatment administered to our child in terms of this clause 2.3

THIS DONE AND SIGNED AT _____ ON THIS

THE _____ DAY OF _____ 20___

_____ _____

PARENT/GUARDIAN WITNESS FOR PARENT/GUARDIAN

© 2002 – 2026, Tlhokomelo Residence (Pty) Ltd