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A REGISTERED NON PROFIT ORGANISATION NO: 043-617-NPO

AP54

2021

GRADE

YEAR

CONTRACT FOR AFTERCARE

THIS AGREEMENT IS ENTERED INTO BETWEEN

HEBRON CHRISTIAN ACADEMY

The "Aftercare Provider and school"

AND

FATHER / LEGAL GUARDIAN: MR.....

AND

MOTHER / LEGAL GUARDIAN: MS/MRS

** Both the Parent/s and/or Legal Guardian/s full names to be indicated here*

IN RESPECT OF:

LEARNER'S NAME:

Learner's full names to be indicated here

** Initial here*

1. PARENT/S AND/OR LEGAL GUARDIAN/S

In cases of guardianship, written proof of the court order must be provided and attached

All the information requested below must be supplied in full, completed and initialled where indicated

1.1 PERSONAL DETAILS:

1.1.1 FATHER / LEGAL GUARDIAN

MOTHER / LEGAL GUARDIAN

Full name

I.D No

Physical Address

Code

***Initial here**

NB! Both parent's details must be provided here for single, separated and/or divorced parents. In divorce and separation cases, this information is required specifically where both parents bear a joint financial responsibility for school fees and associated costs

Name of Employer:

Position Held:

Duration of current employment:

Contact: Home:

Work:

Cell:

E-mail:

1.1.2 Relationship to Child

***Initial here**

Any reference to parent/s contained in this contract shall mean both parents, i.e. both the mother and the father or legal guardian/s

1.2 ADDITIONAL DETAILS:

1.2.1 MARITAL STATUS:

Tick applicable Box

Select Status		Indicate both parents responsibility for school fees
<input type="checkbox"/>	Married	
<input type="checkbox"/>	Separated	
<input type="checkbox"/>	Divorced	
<input type="checkbox"/>	Single	
<input type="checkbox"/>	Widow/er	

Full details relating to any alimony/separation/trust/other written agreement relating to divorced and/or separated parents to be provided here! Where both parents sign this agreement, then both parents will be liable for school fees as well as aftercare fees where applicable

***Initial here**

1.2.2 CHURCH:

FATHER / LEGAL GUARDIAN

MOTHER / LEGAL GUARDIAN

Denomination
Town / Suburb
Pastor's Name
Telephone No

1.2.3 **FAMILY DOCTOR:**

Name of Doctor
Town / Suburb
Telephone No

**Initial here*

1.2.4 **BANKING DETAILS:**

Name of Bank
Branch
Account Number
Account Type

2. LEARNER / CHILD

PERSONAL DETAILS:

FULL NAMES

--

SURNAME

--

GENDER

--

DATE OF BIRTH

--

AGE

--

ADDRESS

--

CODE

--

CONTACT NUMBERS

Where applicable

HOME:

--

CELL:

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**Initial here*

**Initial here*

2.2 CHURCH DETAILS:

DENOMINATION:

--

TOWN / SUBURB:

--

PASTOR'S NAME:

--

TELEPHONE NO:

Church Office:

--

Home:

--

MINISTRY INVOLVEMENT:

--

**Initial here*

2.3 MEDICAL DETAILS:

Failure to provide correct information here, could result in a misdiagnosis and a delay in the administering of essential care

NAME OF HOUSE DOCTOR:	<input type="text"/>	
TELEPHONE NO:	<input type="text"/>	
DIAGNOSED ALLERGIES: (Provide full medical/history details)	<input type="text" value="INDICATE STATUS"/>	*Initial here
DIAGNOSED DISABILITIES: (Provide full medical/history details)	<input type="text" value="INDICATE STATUS"/>	*Initial here
PRESCRIPTION MEDICATION: (Provide full details of medicines)	<input type="text" value="INDICATE STATUS"/>	*Initial here
OTHER MEDICAL CONDITIONS: (Provide full medical/history details)	<input type="text" value="INDICATE STATUS"/>	*Initial here

3. TERMS AND CONDITIONS

3.1 AFTERCARE FEES AND ADMINISTRATION COSTS

- 3.1.1 **Annual aftercare fees are payable in 12 equal monthly instalments on the 1st day of each calendar month, in advance and without demand (without exception)**
- 3.1.2 Interest at the rate of **2% above prime** (as determined by First National Bank) per month will be levied on all late payments
- 3.1.3 Aftercare fees and other administrative costs will be reviewed and adjusted annually by the management of the school. Such adjustments will become effective on the **1st January** each year.

A **registration fee** is payable upon signature of this contract
- 3.1.4 Where aftercare fees are paid yearly in advance, the amount payable will be equivalent to twelve (12) times the monthly fees applicable as determined and advised from time to time
- 3.1.5 All aftercare fees may be paid by either bank transfer or by cash only. Payments by **cheque** will not be permitted under any circumstances
- 3.1.6 This contract is signed subject to an initial six (6) month probation period. If during this period any monthly aftercare fee is paid late or not at all, this contract may be immediately cancelled without prejudicing the right of the school to claim aftercare fees up to the date of cancellation
- 3.1.7 The management of the school will have the right to withhold a learner's report and any other learner related record in instances where their school and aftercare fees are in arrear and the parent/s have not responded to nor agreed to a repayment plan when requested to do so by the school (Finance office)
- 3.1.8 The management of the school will have the right to utilise any monies paid by parents to the school for any reason whatsoever and to apply such payments to offset any arrear school and aftercare fees

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3.2 LEARNER SUPPORT, SUPERVISION AND MATERIAL:

- 3.2.1 The school will provide the student with the homework support and guidance for the completion of work assignments. The facilitators will make available all resource material necessary for the facilitation of this function
- 3.2.2. The learner will be monitored at all times during aftercare by 2 (two) facilitators who will ensure that the learner is properly supervised and cared for
- 3.2.3 The learner will NOT receive a meal and parents are responsible to pack in a light snack and refreshments
- 3.3.4 The facilitators will liaise with the educators to ensure that prescribed homework assignments are completed during aftercare work sessions
- 3.2.5 The school will provide the learner with the required aftercare learner support and material together with related study aids. Should the learner require additional support material, for whatever reason, this cost will be borne by the parent/s or guardian/s
- 3.2.6 The school will provide the aftercare support for the learner as prescribed in this agreement
- 3.2.7 Any additional learning aid required to support the learner necessary for the effective transfer of knowledge, will be borne by the parent/s or guardian/s
- 3.2.8 Any school text book or resource material loaned by/to a learner which is lost, broken, torn, written on or damaged in any way, howsoever caused, shall be replaced at the parent/s or guardians/s cost
**Initial here*

3.3 CONTRACT TERM AND NOTICE OF WITHDRAWAL:

- 3.3.1 This contract will be binding upon the parent/s or guardian/s for a period of **of twelve (12) months** from the date of inception and thereafter be effective on a calendar year basis. Parent/s or guardian/s will therefore only be able to withdraw their child from the aftercare at the end of **December** each year, subject to the giving of **three (3) full months** written notification to this effect
**Initial here*
- 3.3.2 This condition may be waived, where parent/s or guardian/s are being transferred away from the Oostenberg district! In such an instance, the parent/s or guardian/s will be required to give **one (1) full calendar month** written notification for consideration and approval by the Senior Administrator
- 3.3.3 These conditions will not be waived for any reason, other than for that stated in clause 3.3.2 above
**Initial here*

3.4 NOTIFICATIONS:

- 3.4.1 All notices and correspondence between the school and the parent/s or guardian/s must either be given in writing, by letter, e-mail, WhatsApp, SMS or by SMS WEB. The school however reserves the right to prescribe which form of communication it would prefer to be communicated to in
- 3.4.2 All written notifications and correspondence must be by either in electronic form or hand delivered
- 3.4.3 Both parent/s and/or guardian/s are required to inform the school within **7 days** of any change to information provided in this contract. Such notification must be in writing as per clauses 3.4.1 and 3.4.2 above. Failure to do so will be regarded as a material breach of this contract
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3.5 SPORT, CULTURAL AND OTHER EXTRAMURAL ACTIVITIES

- 3.5.1 The school will organise certain sporting events and cultural outings in line with its school calendar of events, for which participation of the learner/s is compulsory.

Parent/s and/or guardian/s accept and agree that as these activities may occur during aftercare hours, that normal aftercare schedules may be affected, including the non-facilitation of homework

These activities may require the transit of learners by vehicle or by foot. In such instances, both parent/s and/or guardian/s indemnify the school against any loss of whatever nature and howsoever caused. Care will however be exercised for the safe transit and monitoring of learners at all times

**Initial here*

3.6 PARENT INVOLVEMENT

- 3.6.1 Both parent/s or guardian/s agree to attend feedback meetings when requested to do so by the principal, an aftercare educator or by the school management
- 3.6.2 Both parent/s or guardian/s undertake to attend all other meetings as requested by the school management, from time to time
- 3.6.3 Both parent/s or guardian/s agree to support all school sports, cultural and academic activities as and when organised and when timeously informed thereof
- 3.6.4 Both parent/s or guardian/s agree to maintain good effective relationships with all the aftercare educators and to contribute to the nurturing of a healthy spirit within the school
- 3.6.5 Both parent/s or guardian/s agree to take appropriate and necessary corrective action to address behaviour indiscipline and/or work related problems of their child / children as observed and notified of by an aftercare educator and/or Principal and/or Senior Administrator
- 3.6.6 Both parent/s or guardian/s agree that the school management may take reasonable and fair disciplinary action against their child/children for repeated violation of school rules and ethics This may result in suspension and possibly expulsion from the school. Every effort will however be taken to reach an amicable solution at all times

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3.7 PERSONAL HYGIENE AND HEALTH

- 3.7.1 Parent/s or guardian/s agree that appropriate and necessary action, including the summoning of a medical doctor, if deemed necessary by the school, to provide treatment to their child, will be permitted and will be for the expense of the parent/s or guardian/s
- 3.7.2 Parent/s or guardian/s will immediately inform the school of any and all medicine being prescribed by a medical doctor for the treatment of an ailment or allergy of a diagnosed disorder of the child/children, No medication may be given without the written request from the parent
- 3.7.3 Parent/s or guardian/s will ensure that their child/children, is/are well groomed at all times and will ensure that their child/children abide by the school dress & conduct codes at all times
- 3.7.4 Parent/s or guardian/s agree, that despite all efforts by the school management to ensure the safety and well-being of the child/children, that neither the school, its educators, management, service staff, contractors, nor any other person contracted by the school, may be held liable for any loss of whatever nature and howsoever caused

**Initial here*

3.8 LEARNER BEHAVIOUR AND WORK ETHIC

Parents confirm that they have explained to and that their child understands the conditions and implications of this code

3.8.1. CODE OF CONDUCT

The Learner (**name**) _____ understands and undertakes to abide by the code of conduct, rules and regulations of the School and confirms that they have read and understand what they are committing themselves to;

- 3.8.1.1 I understand that my attitude, conversation and behaviour must reflect the character of the school, my home and the church I belong to. I will therefore act in such a manner so as not to offend my school, my home, or my church, to the glory of God

- 3.8.1.2 I submit myself to the authority of the aftercare educators and to the related disciplinary code and procedures and will adhere to the rules of this school as put forth in this document
- 3.8.1.3 I will serve my school with honour and integrity at all times
- 3.8.1.4 I undertake to be loyal and true to my fellow learners and those in authority over me
- 3.8.1.5 I undertake to support the activities of the school, enthusiastically and whole-heartedly
- 3.8.1.6 I agree to abide by these rules and procedures, as amended from time to time and understand that these rules are in place for my protection and goodwill
- 3.8.1.7 I will honour God in everything I do and will live out Christian character and values as the basis of my life's ethos
- 3.8.1.8 I acknowledge and accept the rights of my fellow learners and Educators and will not hinder any of them in their process of learning and work respectively
- 3.8.1.9 I will be polite and respectful towards others as God requires of me
- 3.8.1.10 I will present myself, my school and surroundings in a neat and tidy manner
- 3.8.1.11 I will be just in my opinion of others and have the attitude of conciliation and reconciliation
- 3.8.1.12 I understand that detention may also include service to the school, i.e. cleaning of school buildings and surroundings

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3.8.2 GENERAL SCHOOL RULES:

These rules must be read in conjunction with the Intervention, Use of electronic device Policies and Disciplinary Procedure

3.8.2.1: GIRLS:

- * No make-up and nail varnish permitted whether clear or colour (under any circumstances)
- * Following jewellery items permitted only: wrist watch, one pair sleeper (thin gold or silver) or stud earrings (gold or silver with no stones) and Christian wrist bands
- * Hair must be tied up if longer than shoulder length. No braided hair will be permitted
- * Aftercare clothing to be clean and ironed
- * No colouring of hair is permitted under any circumstances

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3.8.2.2: BOYS:

- * Hair to be cut short, above ears and shirt collar, school boy style. No designs, braids or styling will be permitted
- * No make-up or colouring of hair permitted under any circumstances
- * Following jewellery items permitted only: wrist watch, Christian wrist bands
- * Aftercare clothing to be clean and ironed

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3.8.2.3: GENERAL:

- * Parent/s must provide a letter explaining their child's absence, where a doctor's certificate is not obtained
- * Cell phones will only be permitted on school grounds with the expressed and written approval of both the parent/s and the School Management (Senior Administrator or Principal)
- * Cell phones must be switched off and handed in at school aftercare during school hours
- * No firearms, other weapons, alcohol or cigarettes will be allowed on the school premises
- * Learners may not leave school grounds without permission under any circumstances
- * No colouring, bleaching or highlighting of hair is allowed
- * No body piercing or tattoos allowed
- * Nails to be well manicured, short and clean and unpainted (clear or colour)
- * No talking in lines, passages and classrooms
- * All other school rules to be obeyed at all times

- * All items not permitted will be confiscated and kept in safe keeping until the end of the term or year end, dependant on the severity and regularity of the offence

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3.8.3 CLASSROOM RULES:

- * Only approved stationery will be allowed at aftercare classes
- * No running in any aftercare classroom
- * No talking to fellow learners in aftercare classroom
- * No chewing or possession of gum during school hours or when in school uniform
- * No eating or drinking in classrooms
- * Remain seated in chair at all times, unless summonsed by an educator
- * No talking permitted at educators' desk
- * No talking permitted at any time unless facilitated by an educator
- * Use own stationery at all times

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Both parent/s or guardian/s undertake to ensure that their child abides by these rules and regulations as it relates to their child's behaviour and conduct, as amended and / or implemented from time to time

3.8.4 CONSEQUENCES OF NON COMPLIANCE:

These consequences form part of and must be read in conjunction with the Intervention Policy and Disciplinary Procedures

3.8.4.1 DETENTION

The learner understands that the consequences for breaking the school rules will result in the receiving of demerits which may result in detention.

The reason, duration and timing of the detention will be indicated on the Detention Slip and in the learner's Homework Book

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3.8.4.2 SUSPENSION

The learner understands that if he/she is suspended for any of the following offences, it will be for a period as determined by the principal and that their parents must then accompany them to the school upon their return:

Suspension for repeated breaking of school rules will only take place after the giving of a verbal and/or formal written warning, depending on the offence.

Suspension will take place without prior warning for the following offences:

- * Dishonesty
- * Theft of any nature
- * Vandalism or wilful destruction of school property
- * Smoking or possession of cigarettes. Students may not smoke anywhere in public even when under parental supervision
- * Fighting or physical violence
- * Bad language or dirty jokes
- * Belonging to gangs or secret societies
- * Drinking and drugs. Learners may not drink or use drugs on or around the school premises even when under parental supervision
- * Possession of pornography
- * Repeated breaking of school rules or repeated behavioural misconduct
- * Repetitive testing or examination violations and related offences
- * Defiance

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3.8.4.3 EXPULSION

If any learner repeats an offence for which they may or may not have been previously suspended and if such offence violates agreed parameters as discussed with the parent/s or guardian/s, then the learner may be expelled from the school, without the right of appeal

**Initial here*

3.8.4.4 DISCIPLINARY HEARINGS

A disciplinary committee consisting of the principal, vice principal, educator of the learner and an additional nominated educator will be convened to hear cases which may result in suspension or expulsion, as a result of violations of the school rules, poor behaviour and character. The decision of the committee will be final and binding. The learner's parent/s or guardian/s may be present at the hearing to witness the process but may not provide evidence or commentary

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3.9 RIGHT OF ADMISSION:

Both Parents/guardians accept that the school has the sole right to accept or reject any child making application for enrolment and if successful, that the child will be taught in the Christian faith. Both Parents/guardians agree that enrolment will be based upon the criteria as determined in the "Tuition Contract" and that parent/s or guardian/s will not have any right to claim, whether legal or other, against the school for any reason whatsoever

Parent/s or guardian/s agree to work together with the school management in the effective and amiable resolution of any conflict situation and agree to (first) exhaust all avenues at reconciliation before resorting to the involvement of any (other) external source

Both parent/s or guardian/s confirm that they have read and have understood the contents of this contract and the terms and obligations to which they bind themselves

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3.10 BREACH OF CONTRACT / DEFAULT:

Should the aftercare fees or any part thereof not be paid on the due date as indicated in clauses 3.1.1 to 3.1.6 above, or should both the parent/s or guardian/s not comply with any of the terms as stipulated in this contract, then the management of the school may, without prejudicing any of its rights in terms of this contract, be entitled to;

3.10.1. Demand from both parents for the immediate payment of the outstanding amount/s due and payable upon either written, or electronic or telephonic request to do so!

The management of the school will have the right to recover the costs incurred in following up with parents who are in arrears with aftercare fees, either by telephone, sms, WhatsApp or email. The management will furthermore also have the right to recover the costs of advising parents in arrears by letter where all previous forms of communication has failed in the collection of such arrear aftercare fees

The arrear recovery cost structure must be communicated with parents at meetings (including orientation, parent/teacher and other general meetings) and be displayed on the school's website

3.10.2. Should both parent/s or guardians/s not comply with this demand, then the management of the school has the right to either, after giving both the parent/s or guardian/s 7 (seven) days written notice to this effect, to cancel the contract of tuition with immediate effect and / or to refer the matter to a debt collector and / or attorney for collection of outstanding fees

3.10.3. Should the management of the school choose to refer the matter to a debt collector and or attorney in terms of clause 3.10.2 above, then all costs relating to such collection shall be borne by (both) parent/s or guardian/s without prejudice to any of the rights of the school in terms of this contract

3.10.4. Should the management of the school choose to cancel this contract as a result of a breach of any of the terms or conditions of this contract, either for a first time breach or for repeated breaches, then both parent/s or guardian/s will be required to immediately remove the learner/child from the school premises and pay all arrear aftercare fees up to the date of termination of this contract

All parties to this contract agree that both parents may be contacted, irrespective of marital status, where there is a breach of a financial or any other clause or condition of this contract

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3.11. WHOLE CONTRACT:

3.11.1. It is agreed that this agreement will constitute the entire and final agreement between the parties and will be binding on all the parties unless any adjustments or amendments are put in writing and signed by both parties to this agreement

**Initial here*

3.11.2. Neither of the parties will be bound by any condition or stipulation whatsoever suggested by anyone of the parties, their agents or representatives, unless contained in this agreement

3.11.3. No indulgence on the part of the "Aftercare Provider" or relaxation of any terms of the agreement, will prejudice the rights of the "Aftercare Provider", especially with the acceptance by the "Aftercare Provider" of aftercare fees after the due by date

**Initial here*

3.12. DOMICILIUM AND JURISDICTION:

3.12.1. The "Tuition Provider" chooses as his "domicilium citandi et executandi" the property situated at 21B Digtebij Crescent, Mabile Park, Kuilsriver, being the property upon which the school is situated

3.12.2. Both the "Parent/s and/or Guardian/s" consent to the jurisdiction of the Magistrates Court in respect of any legal action arising out of the non-fulfilment of any of the terms of this agreement. The "Tuition Provider" shall, however, have the right to start legal proceedings in any court of its choice

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3.13. RE-ENROLMENT:

3.13.1. Both "parent/s and/or guardian/s" understand and accept that application for re-enrolment must be made each year and that such re-enrolment is not guaranteed in terms of this agreement.

3.13.2. Both "parent/s or guardian/s" furthermore understand and accept that the "Aftercare Provider" has the sole discretion, without prejudicing any of its rights in terms of this agreement, to accept or reject the re-enrolment application made on behalf of the child/learner

3.13.3. Both "parent/s or guardian/s" understand and accept their responsibility to comply with the financial terms as set forth in this agreement and that non-compliance would negatively affect the prospective/future re-enrolment of the child/learner

3.13.4. Both "parent/s or guardian/s" understand and accept that any actions or associations which contradict or undermine the rights of the "Aftercare Provider" would negatively affect the prospective/future re-enrolment of the child/learner

3.13.5. Both "parent/s or guardian/s" understand and accept that any individual or repetitive breach of any term or terms of this contract would negatively affect the potential re-enrolment of the child/learner and that the "Aftercare Provider", without prejudicing any of its rights in terms of this agreement, would have the right to reject such re-enrolment application and refuse entry to the child/learner for the ensuing (re-enrolment) school year being applied for

3.13.6. Both "parent/s or guardian/s" understand and accept that the behaviour and work performance of the child/learner is a major contributing factor for re-enrolment and that repeated and unrepentant negative behaviour and work performance by the child/learner would negatively affect prospective/future re-enrolment

3.13.7. Both "parent/s or guardian/s" agree to take all possible corrective measures to support the school in the education of the child/learner including attending intervention meetings, parent/teacher meetings and formal and informal school events

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3.14. CLOSURES

3.14.1. The aftercare will be closed during the National Department of Education's prescribed June and December school holidays

3.14.1. As annual Aftercare Fees are payable in 12 equal monthly instalments, parents will still be required to pay monthly aftercare fees during these closure periods

4. ACCREDITATION AND COMPLIANCE

Hebron Christian Academy is a registered Independent Christian school providing tuition which is accredited and compliant with the relevant Regulatory and Statutory Authorities governing education in South Africa

This agreement is entered into under the terms and conditions as prescribed by these regulatory and statutory Bodies, governing education in South Africa, as follows;

** Initial Here*

a) **Western Cape Education Department:**

Registered as an Independent School in terms of section 30(1) of the Western Cape Provincial School Education Act 1997 (Act No 12 of 1997)

Registration Number: 13/3/1/145

b) **Umalusi - Council for Quality Assurance in General and Further Education and Training:**

Accredited as a Private Educational Institution as contemplated by the General and Further Education and Training Quality Assurance Act 2001

Accreditation Number: 13SCH0100010

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5. LEGAL CONSENT AND SIGNATURES

I / We the "Parent/s or Guardian/s" confirm that I / We have read and understand the terms and conditions and the legal implications thereof, as laid forth in this agreement

and

I / We the "Parent/s or Guardian/s" furthermore agree to abide by these terms and conditions and fully accept, without interpretation or contradiction, the consequences for any breach thereof

NB: To be signed by both parents / guardians irrespective of marital status

BY PARENTS OR GUARDIANS		
..... <u>Father / Legal Guardian</u> <u>Mother / Legal Guardian</u> Witness
Signed on this, the day of20.....		

FOR HEBRON CHRISTIAN ACADEMY		
..... Stuart Farquhar	<i>and/or</i> Virgil Viljoen
	 Witness
Signed on this, the day of20.....		

SIGNING POWER AUTHORITY

Stuart Michael Farquhar, in his capacity as Senior Pastor and Senior Administrator

And

Virgil Preston Viljoen, in his capacity as Pastor and Principal

Are authorized to negotiate and transact all business, legal and contractual agreements on behalf of Hebron Christian Academy as stipulated in the Constitution of the school dated 1st March 2001, as amended

Contract Revision and Amendments

- | | | |
|-------|------------|---|
| No 1: | 15/05/2009 | Planned review and restructuring of layout and content |
| No 2: | 05/09/2012 | Inclusion of re-enrolment procedure and changes to structural layout |
| No 3: | 20/10/2013 | Inclusion of Accreditation and Compliance requirements and review of rules and regulations in line with the Intervention Policy and Disciplinary Procedure |
| No 4: | 01/06/2016 | Inclusion of marital status relating to payment of school fees and associated costs i.r.o. single, separated and divorced parents
Change of fee increase date to 1st January (clause 3.1.3) |
| No 5: | 01/07/2019 | Inclusion of recovery costs (clause 3.10.1)
Amendment to school fee protocol (clauses 3.1.7 and 3.1.8) |
| No 6: | 01/03/2021 | Updated contractual signatories to include Legal Guardians
Changes to disclosure of medical conditions (clause 2.5)
Updated general school rules regarding jewellery (clause 3.8.2.1)
Inclusion of payment requirements and other arrangements and conditions (Clause 6) |

